

**AGREEMENT**

**BETWEEN**

**The  
SCHOOL COMMITTEE OF  
DRACUT, MASSACHUSETTS**

**AND**

**The  
DRACUT  
TEACHERS ASSOCIATION**

**UNIT A**

**JULY 1, 2020  
TO  
JUNE 30, 2023**

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made to be effective on July 1, 2020, by the School Committee of Dracut, Massachusetts (hereinafter referred to as the Committee) and the Dracut Teachers Association (hereinafter referred to as the Association). This Agreement will supersede any agreement previously agreed between the two parties.

### **Preamble**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Dracut, and that good morale within the teaching staff of the Dracut School System is essential to the achievement of that purpose, we, the undersigned parties to this agreement, declare that:

1. Under the law of Massachusetts, the Committee, elected by the citizens of Dracut, has final responsibility for establishing the educational policies of the public schools of Dracut, Massachusetts.
2. The Superintendent of Schools, of Dracut, Massachusetts (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
3. The teaching staff of the public schools of Dracut has the responsibility for providing, in the classrooms of the schools, education of the highest possible quality, and recommending to the above two parties, ways and improvements thereto.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Association, and the Superintendent in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect and they must be construed in accordance with the Education Reform Act of 1993.
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

### **ARTICLE I Recognition**

- 1.01 For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and resolving any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of Unit A, consisting of all professional employees, except: Superintendent, directors, full-time principals, full-time vice principals, K-12 coordinators and per diem substitutes.

Unless otherwise indicated, employees included in the above-defined Unit A hereinafter will be referred to as "teachers."

- 1.02 Subject to the provisions of the Agreement, the Committee and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Dracut Public Schools and its professional staff under governing laws, ordinances, rules and regulations- Municipal, State and Federal.

**ARTICLE II**  
**Compensation and**  
**Other Conditions of**  
**Employment**

2.01 Subject to the provisions of this Agreement and except as otherwise provided by Appendices A, B, & C, attached hereto and made a part hereof, the wages, hours, and other conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

2.02 The Dracut School Committee acting through its Superintendent reserves the right to place a newly hired teacher on any particular step of the salary schedule as such placement is deemed to be in the best interest of the Dracut Public Schools. Such placement shall be based upon the teaching experience level of the newly hired teacher as determined by the Superintendent.

Following acceptance of the initial salary for instructional service in the Dracut Public School, the teacher will subsequently proceed on the salary schedule in accordance with its general provisions, including 2.03 below.

2.03 Annual step-level increases on the Teachers' Salary Schedule become effective on September 1 of the school year. The annual step-level increases are predicated on the basis of satisfactory instructional service and may be withheld from any teacher by vote of the Committee, acting on the recommendation of the Superintendent.

2.04 The salary of a regular teacher who leaves the service of the Dracut Public Schools before the termination of the school calendar year, or who begins his/her instructional service in the Dracut Public Schools after the regular school year has begun, will be paid on the basis of 1/182<sup>nd</sup> of the teacher's scheduled salary multiplied by the number of days already taught or scheduled to be taught, as the case may be.

In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher, or in the event of death, to his/her executor or administrator.

2.05.1 The annual salary for each teacher will be paid in twenty-one (21) equal installments beginning with the first scheduled district payroll after the start of the school year. The final checks of any teacher who has deducted days resulting after the preparation of the final school year payroll will be forwarded to him/her forthwith after submission of the amended payroll to the Town Hall. Submission of said amended payroll shall be no later than June 30th.

2.05.2 A teacher who notifies the Superintendent in writing by the June 30th preceding the September of implementation shall receive his/her salary in twenty-six (26) equal installments on alternate Thursdays beginning with the first scheduled district payroll after the start of the school year.

2.05.3 A teacher will continue to be paid consistent with the pay schedule options outlined in 2.05.1 or 2.05.2 respectively, until such time as he/she notifies the Superintendent in writing by the June 30th preceding the September he/she wishes the change.

2.06 Deductions for any loss of time that does not come under the provisions of authorization of sick leave or temporary leave of absence will be taken from the pay checks due in the last payroll of June, unless the scheduled deductions exceed the amount due to the teacher in which instances

the deductions will be made on a bi-weekly basis whenever applicable. Notification of such deductions shall be given to the teacher with the check in which the deduction is made.

- 2.07 Any teacher who is assigned to more than one school in any one school day shall receive the mileage rate per mile in accordance with the applicable rules and regulations of the Internal Revenue Service, effective July 1, 1995, for all inter-school driving by presenting to the Superintendent an appropriately completed standard report form on which mileage is itemized. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
- 2.08 Any teacher who completes satisfactorily at least ninety (90) school days of instructional service in any given school year (September 1 through June 30) shall be eligible for consideration of an incremental step increase as though employed for the school year.
- 2.09 The terms and financial conditions of this Agreement encompassing the period July 1, 2017 to June 30, 2020 shall only apply to those Unit A members in service and on active status as of the date of the execution of this Agreement (including subsequent new hires), with the exception (s) of Article XXII Retirement Redemption Plan, paragraph 22.01 and 22.02 and or Article XXIV: Reduction in Force.
- 2.10 As professionals, employees are expected to dress and groom themselves in a manner that models professionalism for the school community. It is understood that certain professionals have assignments that require flexibility in their manner of dress (members of the crisis team, physical education teachers, etc.)
- All professional staff shall wear clothing consistent with a business casual environment, consistent with their instructional assignment and environmental conditions. All clothing shall be free from visual wear and tear, be of appropriate length and not excessively tight fitting. It is understood that certain events and environmental conditions (field trips, special events, weather) may necessitate varying from these guidelines.
- 2.11 Each school will be supplied with a set of walkie-talkies, or comparable communication system. One walkie-talkie, or comparable communication system will be provided to each nurse in every building. The other walkie-talkie, or comparable communication system will be placed in the main office of each school or with the Administrator in charge.
- 2.12 All posted teaching and/or stipend positions shall be subject to inclusion as wages for calculation of retirement benefits pursuant to MTRS regulations.

### **ARTICLE III Deductions**

- 3.01 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Dracut, Massachusetts all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.

- 3.02 Payroll deductions for Federal Income Tax, Commonwealth of Massachusetts Tax, and Teachers' Retirement are made from each installment. Payments for Teachers Association dues, Blue Cross and Blue Shield, or other Health Maintenance Plan, Credit Union, other group insurance or special insurances available through Association membership, tax sheltered annuities, U.S. savings Bonds and donations to recognized charities may be deducted provided that authorization for designated deductions is signed by the teachers employed in the system at the beginning of the school year and filed in the office of the Superintendent by October 15. Teachers employed subsequent to the beginning of the school year will be afforded opportunity to make authorized deductions. ASHLA dues shall be paid by the school system for all regularly employed audiologists and speech pathologists.

#### **ARTICLE IV Grievance Procedure**

- 4.01 Purpose - The purpose of the procedures set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level and nothing in this Agreement shall prevent any employee from presenting his own grievance.
- 4.02 Definition - "Grievance" is hereby defined to mean a complaint, in writing, by a teacher or group of teachers that is based upon an alleged violation of or an alleged variation from the provisions of this Agreement, or interpretation, meaning, or application thereof. The written statement of the grievance shall state the complaint, why the complaint exists, and remedy sought. A copy of said grievance shall be filed with the Association forthwith.
- 4.03 Procedure - The parties agree that said written grievance shall be submitted originally to the lowest appropriate level capable of resolving said grievance by virtue of the authority vested in the individual(s) designated by the procedure as handling the grievance at that level.
- 4.03.1 Level One - The aggrieved employee and a representative of the Association shall discuss the grievance with his/her principal or immediate supervisor in an effort to resolve the matter.
- 4.03.2 Level Two - If at the end of five (5) school days after the discussion at Level One, the grievance shall not have been resolved to the employee's satisfaction, the grievance may within five (5) school days be presented to the Superintendent, or his/her designee, who shall meet with the aggrieved employee and the representative of the Association in an effort to settle the grievance.
- 4.03.3 Level Three - If at the end of five (5) school days next following the submission of the grievance to the Superintendent the grievance shall not have been resolved to the employee's satisfaction, the grievance may within five (5) school days be presented to the Committee in an effort to settle the grievance.
- 4.03.4 Level Four - If at the end of fifteen (15) school days next following submission of the grievance to the Committee the grievance shall not have been resolved to the satisfaction of the Association, and if the grievance shall involve the interpretation or application of any provision of this Agreement, the Association may within ten (10) school days submit the grievance for arbitration with the American Arbitration Association in accordance with its Voluntary Labor Rules unless the parties have mutually agreed to submit the grievance to some other neutral arbitrator. The arbitrator's award shall be final and binding on the Committee, the Association, and the aggrieved

employee.

The expense of such arbitration shall be shared equally by the Committee and the Association.

- 4.04 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

#### 4.05 Miscellaneous

- 4.05.1 The parties agree that the resolution of each grievance submitted under the above procedure shall be consistent with the terms of this Agreement.

4.05.2 The Association, if it so desires, may be heard at any level of this procedure.

- 4.05.3 For any complaint that is informally settled without it becoming a grievance, the parties agree that the resolution thereof shall be consistent with the terms of this Agreement. However, such informal settlement(s) shall neither bind the parties to the settlement nor be regarded as precedent(s) in any subsequent proceeding(s).

- 4.05.4 If at the end of the twenty (20) school days next following the occurrence of any grievance, or the date that the employee knew or should have known of its occurrence, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said procedure.

- 4.05.5 No written communication, other document, or record relating to any grievance for any employee involved in presenting such grievance shall be filed in his/her personnel file.

- 4.05.6 The time limitations of the Grievance Procedure shall be suspended from the last day of the school year to the first day of the following school year.

- 4.05.7 In accordance with M.G.L. Chapter 71, Section 43, no teacher with professional status shall be dismissed without just cause.

- 4.05.8 In accordance with M.G.L. Chapter 71, Section 42D, no employee covered by this contract shall be suspended without good cause.

### **ARTICLE V Association Members Protection, Citizenship Rights, Use of Facilities and Activities**

- 5.01 The Committee recognizes that membership in the Dracut Teachers Association and participation and leadership in the Association activities are the legal rights of any teacher.

- 5.02 Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for discipline or discrimination with respect to the professional employment of such teacher.



- 5.03 Decisions affecting the teacher's employment, including but not limited to appointments and assignments, shall be made without regard to race, creed, color, religion, nationality, sex, age, or marital status.
- 5.04 The Committee authorizes the Superintendent at his/her discretion to grant to the Association the right to use school building facilities, without costs, at reasonable times for Association activities.
- 5.05 The Association will be allocated fifteen (15) work days per school year with pay (non-cumulative) to be utilized by officially designated personnel of the Association attending local, state, or national conferences or other official Association business, effective July 1, 1995.

## **ARTICLE VI**

### **Evaluation**

- 6.01 The prime purpose of evaluation is to improve the supervision and instruction of all professional personnel. Therefore, all observations and evaluations of teachers and/or those holding positions covered by this Agreement will be conducted in a professional manner.
- 6.02 All personnel filling positions covered by Appendices Band C to this Agreement shall be evaluated in writing at least once annually.
  - 6.02.1 A teacher with professional status who receives an unsatisfactory evaluation may request an alternate evaluator to conduct his or her evaluation during the next following school year as assigned by the Superintendent.
  - 6.02.2 Any teacher may be visited or observed at any time by the Superintendent and/or appropriate Director, Principal, Vice Principal, Assistant Principal, Coordinator or Department chairs.
- 6.03 No teacher will be reduced in rank or compensation or be deprived of any professional advantage without being given the reasons for such actions nor without being given the opportunity of discussing it with the Superintendent. This discussion will take place before any action is taken by the Committee.

## **ARTICLE VII**

### **Personnel File**

- 7.01 Each teacher has the right, upon request, to review and make copies of the contents of his /her individual personnel file, said file to be maintained in the Superintendent's office. A teacher may, if he/she wishes, have a representative of the Association accompany him/her during such review. The Superintendent or his/her designee is also entitled to be present during such review.
- 7.02 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her individual personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
  - 7.02.1 Any complaint against a teacher will be called to the attention of that teacher prior to any administrative action taken against the teacher. Administrative action means disciplinary action only.

## **ARTICLE VIII**

### **Work Year**

- 8.01 The work year of teachers (other than first year personnel who may be required to attend additional orientation sessions) will begin no earlier than September 1<sup>st</sup> provided notice shall be given by April 15<sup>th</sup> of the previous school year and terminate no later than June 30<sup>th</sup>. The work year will be no longer than one hundred eighty-five (185) days and will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days on which teacher attendance is required. The last day of school shall be a half-day for all Dracut teachers, provided that they have completed an end of the year checklist provided by the principal.
- 8.02 Where circumstances require teacher attendance in excess of one hundred eight-two (182) days, teachers will be paid additional compensation on the basis of 1/182<sup>nd</sup> of the teacher's scheduled salary multiplied by the number of extra days worked: All such days worked in excess of 182 days shall be part of a teacher's normal duties.
- 8.03.1 a ) A Guidance Counselor's work year shall be extended up to five (5) work days immediately following the School Year or preceding the subsequent School Year with sufficient notice, credit for seniority and compensation at the per diem rate, as defined in paragraph 8.02 above, effective July 1, 1995.
- b) A nurse's work year may be extended up to two (2) work days immediately following the school year or preceding the subsequent school year with sufficient notice and compensation at the per diem rate, as defined in paragraph 8.02 above, effective July 1, 2021.
- 8.03.2 The Dracut Teachers' Association agrees to conduct two (2) two-hour parent/teacher conference evenings, on dates selected by the Superintendent. One evening shall take place in the fall semester, and on shall take place in the spring semester. With sufficient notice, guidance counselors may be assigned to two alternate two-hour evening events. These assignments shall be designed to assist students and parents in accessing guidance department services including, but not limited to, college planning, financial aid planning, or similar matters related to providing guidance services to the parents and students of Dracut. With sufficient notice, librarians may be assigned to one alternate two-hour evening event. This assignment shall be designed to assist the community in accessing library services.
- 8.03.3 It is understood that during the summer months, the Superintendent may make reasonable requests via telephone, mail, or work email relative to providing necessary health information about students. However, the Dracut School Nurses shall be available during the summer months on an "on call" basis for emergency services as deemed necessary by the Superintendent of Schools. The nurses shall maintain a rotational schedule for affected members and shall make this list available to the Superintendent of Schools before the last workday annually.

## **ARTICLE IX**

### **Work Day**

- 9.01 The five (5) day work week for the classroom teacher shall not exceed seven and one half (7.5) hours per day and thirty-four (34) hours per week, with the exception of weeks not containing an administrative task meeting. Those weeks would not exceed 33 hours.
- 9.01.1 The five (5) day work week for nurses shall not exceed 7 hours per day, except for weeks containing a faculty meeting or administrative task meeting, then not to exceed 8 hours per day.
- 9.01.2 All guidance counselors (6-12) and all school adjustment counselors (K-12) in the district who perform services but do not meet classes on a regular basis may be requested by the building principal to work a flex time schedule. In all cases, the flex time schedule shall not exceed seven and one half (7.5) hours per day and thirty-four (34) hours per week. Flex time is defined as an extension of the school day, either at the beginning or the end of the school day, not to exceed one hour prior to the start of the school day and not to exceed 5PM at the end of the day, except as set forth in Article VIII, Section 8.03.2. Flex time schedules shall be established for a specific period of time (quarter, semester, or school year.) Changes to the flex time schedule may be made during the course of a school year with advance notice and the mutual agreement of the principal and impacted guidance counselor(s) and/or school adjustment counselor(s). At no time during the school day/school year shall a split shift be requested of any guidance counselor(s) or school adjustment counselor(s).
- 9.02 Within the delineation of hours worked (Section 9.01 and Section 9.01.1) the following shall apply:
- a) Each teacher, including all related service providers recognized by this agreement, shall offer at least one-half hour of extra help/detention per week with the day being chosen by the teacher with notification to the building principal. Extra help will not be scheduled on the same day that Faculty and/or Administrative Task Meetings are scheduled as referenced below.
  - b) The building principal may schedule one faculty meeting per month not to exceed one hour in length.
  - c) At the elementary level, the building principal may schedule eight (8) administrative task meetings per year, each not to exceed one hour in length. Administrative tasks shall include activities pertaining to teaching and learning.
  - d) At the secondary level, eight (8) Department/Administrative Task Meetings may be scheduled per year, each not to exceed one hour in length on a day to be determined by the principal. A tentative schedule for Department meetings will be distributed at the beginning of the school year by the Department Head.
- 9.03 Notice of cancellation of Administrative Task, Faculty, or Department meetings shall be given at least twenty-four hours in advance. In the case of faculty meetings, the principal, when possible, will distribute an agenda prior to the meeting.

- 9.04
- a) In grades (9-12), there shall be a maximum of seven (7) periods per day with an average of fifty (50) minutes per period, thirty-five periods per week. The Master Schedule may double a given period on a given day, not to exceed ninety (90) minutes with said double period equaling two (2) instructional periods for purposes of computing said average. A teacher may not be assigned more than twenty-five (25) instructional periods per week.
  - b) In grades (6-8), there shall be a maximum of seven (7) periods per day. Periods shall not exceed sixty (60) minutes, thirty-five periods per week. The Master Schedule may double a given period on a given day, not to exceed one hundred (100) minutes with said double period either equaling two (2) instructional periods or being divided to include a duty free lunch period within said block. A teacher may not be assigned more than 25 instructional periods and five (5) teacher facilitated advisory periods per week.
- 9.05 Within said work day, each teacher shall have a duty free lunch period at least equal in length to that of the students.
- 9.06 All teachers who provide on-going, scheduled instruction shall have an average of forty (40) minutes of preparation time per day within the existing student schedule. Said preparation time shall be scheduled at a minimum of twenty consecutive minutes at any given time. For the pre-school teachers, the time between the morning and afternoon sessions shall qualify as preparation time under this provision.
- 9.07 Supervisory duties for all teachers, pre-school-12, shall be assigned on a basis of demonstrated need as determined by the building principal. Such assignments shall be made as equitably and reasonably as possible, as would be consistent with any constraints of teachers' availability derivative from the structure of the Master Schedule, and as would involve a consideration by the principal of the variation in the character of the particular obligation associated with the different types of supervisory duties.
- 9.08 In grades (9-12), teachers shall have up to six (6) supervisory and/or instructional learning assignments per week. In lieu of supervision, all secondary special education teachers will have up to five (5) additional instructional periods per week. All secondary teachers will have at least one supervisory assignment, excluding Department chairpersons.
- 9.09 Supervisory and/or instructional learning assignments shall be assigned on an equitable basis.
- 9.10 If there is a necessity for more than five (5) supervisory and/or instructional learning assignments per teacher, additional supervisory assignments shall be made on the basis of seniority, with the least senior teacher assigned first.
- 9.11 The allocation of supervisory assignments within the context of this section shall be applicable to, "travelling teachers" sharing instructional assignments between the Middle School and the High School.
- 9.12 A teacher may apply to teach on-line virtual or other special courses, similar to standard courses, with similar rights, obligations and certifications. The Dracut Public Schools will publish on-line and virtual course opportunities as has been done for standard courses. Teachers' schedules may be adjusted with the approval of the building principal based on course requirements. Compensation for on-line and virtual courses will follow compensation for regular courses. In July 2013, on-line and virtual courses will be re-negotiated as to the terms and conditions in a

conference with all stakeholders. In FY 2013 teachers will be allowed to teach no more than two (2) on-line virtual courses. When teaching a virtual on-line course, no individual shall exceed 1.2 FTE.

- 9.13 Vision and Hearing Testing- Nurses may undertake the state mandated Hearing and Vision testing on a time available basis.

**ARTICLE X**  
**Professional Development, In-Service**  
**and/or**  
**Orientation Programs**

- 10.01 Teachers will participate in professional In-Service Training and/or Orientation Programs that are prescribed by the Committee, the Superintendent, or other authorized administrative officials of the Dracut Public Schools. Attendance at workshops outside the normal teacher work day shall be voluntary unless release time or compensation is provided.
- 10.02 All programs will be scheduled and defined in advance of implementation with appropriate notification including an agenda of all activities.
- 10.03 The Committee recognizes the need to provide the individual teachers with adequate opportunity to develop curriculum or learning improvement programs or materials. In recognition of this need, therefore it is agreed that upon submission to the Superintendent of a plan deemed meritorious by him/her that individual teachers may be released for the purpose of research, grant writing, or the development of improved curriculum materials. Any elementary teacher whose plan is approved by the Superintendent may be released for comparable periods of time.
- 10.04 Professional Development – The Committee shall establish a professional development fund of \$20,000. The fund shall be used for reimbursement for professional development approved by the Principal. The fund shall be allocated in the following manner:
- \$10,000 shall be allocated for professional development taken the first semester of any school year, and
  - \$10,000 shall be allocated for professional development taken in the second semester of any school year.

Teachers will provide proof of completion and/or transcripts, when available, demonstrating that the teacher received a B or better grade. Teachers shall be eligible for up to \$200.00 per school year from this fund on a first come, first serve basis, for workshops and conferences, and up to \$500.00 per year for graduate credits from an accredited college or university.

**ARTICLE XI**  
**Non-Teaching Duties**

- 11.01 Where auxiliary personnel are not available, assignment of teachers for non-teaching duties shall be on a reasonable basis as determined by the Superintendent.
- 11.02 Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the individual teacher.
- 11.03 Volunteers may be solicited for non-salaried positions of advisors and chaperones.
- 11.04 Teachers are relieved from the responsibility of maintaining attendance registers.

## **ARTICLE XII**

### **Sick Leave**

- 12.01.1 Every year each teacher shall be credited with fifteen (15) days of sick leave with full pay, effective as of the teacher's first workday of the school year, except as provided in 12.01.2.
- 12.01.2 Each teacher in the first year of employment in the Dracut School System shall accumulate sick leave on a prorated basis of one and a half sick leave days per school month.
- 12.02 Unused sick leave shall accumulate without limit.
- 12.03 At his or her request, each teacher shall be notified of his/her sick leave accumulation on the second payday of the school year.
- 12.04 It shall be the Superintendent's prerogative to request that a physician's written statement, affirming the fact that medical reasons necessitated the teacher's absence, be submitted to the Superintendent whenever sick leave prevails for the following reasons:
- a. Whenever sick leave prevails for five (5) consecutive school days or over.
  - b. Whenever the Superintendent evaluates such actions as being in the best interest of the Dracut Public Schools, irrespective of the length of time involved.
- 12.05 A teacher with a documented illness or documented family illness may borrow up to fifteen (15) sick leave days from his/her allocation for the next academic year. If said teacher terminates, for any reason, prior to earning the used allocation of sick days borrowed, then he/she is liable to the Dracut Public Schools for those days borrowed but not earned on the per diem basis in effect at the time he/she borrowed the days.
- 12.06 Extended sick leave shall be granted to any teacher with serious illness or accident who has exhausted his/her own sick leave and who provides medical evidence substantiating the teacher's incapacity to perform his/her teaching duties. The term "serious illness," as referenced herein when used in conjunction with a medical condition related to a disability request resultant from pre-delivery, delivery, or post-delivery complications shall mean a medically documented condition which requires the individual to be from her place of employment and which is life threatening in nature or which, in the opinion of the attending physician, would result in serious and related harm to the mother and/or in utero child if active employment were to continue. Said sick leave shall be for up to the number of days the teacher had accumulated as of the first day of the extended absence, and is qualified by the following:
- a. "Extended Absence" shall be established after a teacher has been absent at least twenty (20) successive school days for the same illness or accident.
  - b. A physician's written statement attesting to the medical facts resulting in the extended absence must accompany each request for said leave. The Committee reserves the right to have a teacher absent because of extended illness or accident examined by a physician of its choice to determine the medical facts resulting in the extended absence.
  - c. If a disagreement between the teacher's doctor and the School Committee's doctor arises, a neutral third doctor's examination will be conducted. The cost of this third examination will be shared equally by the teacher and the Committee. The decision of the third doctor will be

- final.
- 12.07 Each teacher shall be able to use up to five (5) sick leave days each year for family illness at the discretion of the Superintendent.
- 12.08 In the event of a teacher's death, the teacher's estate shall be compensated at the teacher's per diem rate for each of his/her unused sick leave days in accordance with the considerations of Article XXII, Section 22.01 and 22.02.

### **ARTICLE XIII**

#### **Temporary Leaves of Absence With Pay**

- 13.01 Teachers are entitled to the following temporary leaves of absence with full pay each school year:
- 13.02 **Personal Leave** – Effective at the start of the 2017-2018 school year, each teacher shall be entitled to three (3) personal day per year. Such leave will be for personal, legal, business, household or family matters which require the absence of the employee during work hours and which cannot be otherwise scheduled.

Notification for such leave must be made to the principal/director not less than forty-eight (48) hours before such absence, except in emergencies.

It is acknowledged that personal leave pursuant to this section shall not be used to extend school vacation periods, long weekends, or holidays as set forth in the school calendar unless personal business or legal obligations require the teacher to use said day(s).

Accordingly, when a teacher is requesting leave on days that extend the school vacation periods or “long weekends”, documentation regarding the nature of such personal business or legal obligations shall be presented to the principal/director not less than forty-eight (48) hours prior to the dates of the proposed leave.

Unused personal leave days shall be added to accumulated sick-leave days at the end of each school year.

- 13.03 **Professional Leave** - Day(s) for the purpose of visiting other schools or attending meetings or conferences of an educational nature, may be allowed upon recommendations of the teacher's principal and approval by the Superintendent. Total grant of such days in any school year shall be limited to the Committee's budgetary allowance as provided for this purpose. Such requests shall be made at least seventy-two (72) hours in advance.
- 13.04 **Legal Proceedings** - Time necessary for appearance in any legal proceeding connected with the teacher's employment with the school system will be allowed if the teacher is legally required to attend. Time necessary for appearance in any other legal proceeding will be allowed if the teacher is subpoenaed to attend. In the event a teacher is called for jury duty, such teacher shall be paid the difference between his/her regular pay and the jury stipend.
- 13.05 **Funeral Leave** - Up to three (3) consecutive days at anyone time may be taken if the absence is caused by the death of a teacher's spouse, child, parent, brother, sister, grandparent, grandchild, parent-in-law, or person living in the immediate household. One (1) day shall be allowed for the death of a teacher's daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle, aunt, spouse's grandparents, spouse's aunt, or spouse's uncle, niece, or nephew, for the purpose of



attending the funeral, effective July 1, 1995.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death. Additional days for circumstances (including, but not limited to, travel to an out-of state location) may be granted at the discretion of the Superintendent.

13.06 **Adoption Leave** - A full-time teacher may be granted, at no loss of pay, up to five (5) days for adoptive leave, with prior approval of the Superintendent.

13.07 **Other Leaves Under This Article** - Temporary leaves of absence with pay for reasons other than those listed above may be granted for good reason by the Superintendent.

#### **ARTICLE XIV Extended Leaves Of Absence Without Pay**

14.01 **Association Leave** - The Committee agrees that one (1) teacher with professional status designated by the Association will, upon request, be granted a leave of absence for up to one (1) school year without pay for the purposes of engaging in Association activities, local, state, or national. Upon return from such leave, said teacher, will be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively employed in the system during the period of allowed absence.

14.02 **Exchange Teacher or .Peace Corps** - A leave of absence without pay of up to one (1) school year will be granted to any teacher with professional status who serves as an exchange teacher or joins the Peace Corps and is a full-time participant in either of such programs. Upon return from such leave, said teacher will be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively employed in the system during the period of allowed absence.

14.03 **Family Sickness** - A leave of absence without pay or increment of up to one (1) school year may be granted for the purpose of caring for a sick member of the teacher's immediate family.

14.04 **Public Service** - The Committee may grant a leave of absence of up to one (1) school year without pay or increment to any teacher with professional status to campaign for, or serve in, a public office.

14.05 **Health Reasons** - The Committee will grant a leave of absence of up to one (1) school year without pay or increment to any teacher on the basis of medical fact, with the specific provision that a teacher may be required to submit a signed affidavit from a physician relative to the pertinence of the Leave of Absence request.

14.06 **Military Leave** - Military leave of up to three (3) school years may be granted any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, said teacher will be placed on the salary schedule had he/she remained actively employed in the system during the period of allowed absence.

14.07 **Other Leaves of Absence** - Other leaves of absence may be granted by the Committee.

14.07.1 The Committee, at its discretion, may curtail or terminate any leave of absence in order to enable the teacher to return to duty at a time which would best serve the educational interests of the school system.

- 14.07.2 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.
- 14.07.3 All requests for extensions or renewals of leaves will be applied for in writing to the Superintendent.
- 14.07.4 In all cases of leaves of absence without pay authorized by this Article, employee participation in medical and life insurance programs in which the employee was enrolled just prior to any such leave may be continued by the employee while on such leave if permitted by the terms of applicable town policy, rules and regulations.
- Nothing in the above paragraph will be applicable or valid if the Town of Dracut discontinues the present medical and life insurance program. The above paragraph shall neither entitle any member of the bargaining unit to any medical and insurance benefits not applicable to other employees of the Town of Dracut nor deprive any member of the bargaining unit of any medical and insurance benefits applicable to other employees of the Town of Dracut.
- 14.07.5 If a teacher on any leave provided by this Article served more than one-half of a school year during any school year in which said leave occurred, said service will count as a full year toward advancement on the salary schedule.

## **ARTICLE XV**

### **Maternity, Paternity and Child Rearing Leaves**

- 15.01 Upon receipt of at least two weeks written notice of her anticipated date of departure and intention of return, the School Committee shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D.
- 15.02 This leave may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on short-term maternity leave status may return at an appropriate time in consideration of the students' program(s), (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complications resulting from the pregnancy extends beyond the eight (8) weeks in 15.01 above. The parties agree that this provision shall not be utilized to convert short-term maternity leave into an extended leave of absence.
- 15.03 A teacher on maternity leave granted pursuant to and subject to the terms and conditions of Chapter 149, Section 105D may utilize during such leave any accumulated sick leave to which she is entitled for any disability resulting from pregnancy. The Superintendent reserves the right to have a teacher utilizing such leave days while on such maternity leave examined by a physician of his /her choice to determine the existence of disability.
- 15.04.1 A teacher returning from maternity leave will be assigned to her previous position whenever possible or to as comparable a position as is then available.
- 15.04.2 The teacher on maternity leave may elect to maintain insurance programs according to the extent permitted by 14.07.4.
- 15.04.3 All benefits to which a teacher was entitled at the time her leave of absence commenced, including unused accumulated sick leave, will be restored to her upon her return.

- 15.05 Upon receipt of two (2) week notice of his or her anticipated date of departure and intention to return, non-birthing parents shall be granted up to three (3) weeks of paid leave, using accrued sick time, at the birth or adoption of a child.
- 15.06 **Extended child rearing leave** shall be granted to any parent without pay (except as provided in 15.06.3 below). Credit toward professional status or increment shall otherwise be subject to the same terms and conditions applicable to other extended leaves without pay. In the event a teacher desires a leave longer than the eight (8) week maternity leave provided by the statute, the below listed procedure shall be followed:
- 15.06.1 Under normal conditions, the Superintendent shall be notified in writing at least six (6) weeks prior to the expected days of the beginning of said leave. Continuation of employment during said period shall be based upon the ability to perform the assigned duties satisfactorily.
- 15.06.2 Said extended childrearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time, such as after a vacation period or marking period) provided that, up to this time, the teacher can, in the opinion of her physician and the Superintendent of Schools, perform her normal duties.
- 15.06.3 A teacher on childrearing leave pursuant to this section may utilize during such leave, any accumulated sick leave to which she is entitled for any disability resulting from pregnancy. The Superintendent reserves the right to have a teacher utilizing sick leave days while on such extended childrearing leave examined by a physician of his /her choice to determine the existence of disability.
- 15.06.4 Said extended childrearing leave may be extended, at the request of the teacher, to the September 1<sup>st</sup> following the birth of the child. A teacher may request further extended childrearing leave of absence beyond the school year in which the child is born, up to a maximum of one additional year.
- 15.06.5 A teacher returning from extended childrearing leave will be assigned to the teacher's previous position whenever possible, or to as comparable a position as is then available.
- 15.06.6 In the event that the infant does not live, the teacher may make written application, accompanied by her physician's statement of good health, for immediate or early resumption of employment. When an appropriate position is available, said teacher shall have the first option for said position.

## **ARTICLE XVI**

### **Sabbatical Leave**

- 16.01 The Committee shall honor the terms and conditions of Massachusetts General Laws, Chapter 71, Section 41A.
- 16.02 Applications for sabbatical leave shall be submitted to the Superintendent in writing, and on such forms as may be required by the Superintendent, no later than January 15 of the school year previous to the school year for which the leave is being requested.
- 16.03 Nothing in this sabbatical leave policy is to be interpreted as guaranteeing a sabbatical leave of absence to any member, or group of members, of the professional staff, and the Committee reserves the right to limit the number of such leaves to be granted in any given school year.
- 16.04 The Committee shall effect a decision on all applications for sabbatical leave no later than May 15.

**ARTICLE XVII**  
**Teacher Assignment**

- 17.01 Teachers will be notified in writing of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades, levels, and subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than the last day of school.
- 17.02 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, except in cases of emergency as determined by the Superintendent.
- 17.03 The building principals will be expected to cooperate with the President of the Association in the giving of information relative to teacher schedules with the understanding that such schedules shall be submitted to the President of the Association no later than October 15.

**ARTICLE XVIII**  
**Teaching Transfers and Vacancies**

- 18.01.1 In all matters of voluntary and involuntary transfers, the wishes of individual teachers will receive the fullest consideration but the instructional requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent.
- 18.01.2 Transfers normally shall become effective at the beginning of the next school year.
- 18.01.3 Whenever the need for transfers or reassignments of teachers from one school to another or within a school arises because of a vacancy, new building construction, expansion, reduction or for some other justifiable cause, the Superintendent shall provide written notices to the President that a need therein exists. The Principal/Superintendent shall be the final determinant in regard to any transfers, assignments, reassignments, or grade level changes within a school or from one school to another of teachers whether due to a vacancy, new building construction, expansion, or reduction.
- 18.01.4 As a result of said notice, the Superintendent shall first consider requests for voluntary transfer.

**18.02 Voluntary transfers**

- 18.02.1 The Superintendent shall cause to be posted any classroom and/or teaching specialist vacancy as any position arises. This does not interfere with the Superintendent's right to fill the position immediately from within or outside the system.
- 18.02.2 No later than April 1 of any school year, a teacher desiring a transfer effective the next school year will submit to the Superintendent a letter requesting transfer stating the assignment preferred and reasons therefore. However, teachers interested in any positions made vacant by a resignation or retirement or other action which arises after April 1 shall have the right to submit a transfer request to those positions with a letter. Requests for transfer must be renewed each year.
- 18.02.3 Teachers requesting a transfer during the current school year may request same in writing to the Superintendent stating the assignment preferred and reason(s) for the transfer, but action by the Superintendent on such requests shall be governed by the considerations of 18.01.1.
- 18.02.4 All requests for voluntary transfers will be acknowledged in writing

### **18.03 Involuntary transfers**

- 18.03.1 When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teacher performance, and length of service in the Dracut Public Schools will be considered in determining which teacher is to be transferred.
- 18.03.2 Any involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, if the educator wishes to meet, at which time the teacher will be notified of the transfer. The teacher, at his/her option, may have an Association representative present at such meeting.
- 18.03.3 When a decision has been reached on an involuntary transfer, the teacher involved shall be informed in writing of his /her tentative program in accordance with 17.01.
- 18.03.4 Within the context of the transferred teacher's abilities, any teacher involuntarily transferred will be transferred to the most comparable and appropriate available position.

## **ARTICLE XIX Vacancies in Extra-Compensatory Positions**

- 19.01 All positions covered by this Agreement as designated in appendices "B" and "C" shall be deemed "Vacant" as of the end of each school year. For positions covered by this Agreement (other than classroom teachers and teaching specialists), a "vacancy" shall also mean any position open as a result of being newly created by the Committee, transfer, death, resignation, retirement, non-rehire, or dismissal.
- 19.02 When a person holding an extra-compensatory position covered by this Agreement is incapacitated for an extended period, the Committee, upon the recommendation of the Superintendent, may fill the position temporarily by posting a vacancy per 19.03. Any person filling a position temporarily shall be paid on a pro rata basis the stipend for said position.
- 19.03 All vacancies (other than classroom teachers and teaching specialists) will be publicized by the Superintendent and by written notices to the President of the Association by email. In addition, during the months of July and August, written notice of any such vacancies will be mailed to the President of the Association. Initial publicizing of vacancies and written notices to the President of the Association shall be at least ten (10) calendar days prior to the deadline for application for the position, except in cases of emergency as determined by the Superintendent. Such notices will include the salary range and any special qualifications for eligibility or special responsibilities for the position.
- 19.04 All qualified teachers will be given the opportunity to make application for vacancies covered by this Article. The Committee in making its judgment as to what will serve the best interests of the students will consider such factors of the applicants as professional background, accomplishments, knowledge, ability, experience relevant to the position, and length of service in Dracut Public Schools.

## **ARTICLE XX Vacancies in Promotional Positions**

- 20.01 Whenever any vacancy in a promotional position occurs during the school year, September to June, it will be adequately publicized by the Superintendent by means of a notice placed on the teachers'

- bulletin board in every school. In the instance of vacant promotional positions, designation will be made of the minimum requirements that are essential for eligibility.
- 20.02 All qualified teachers will be given adequate opportunity to make application for such promotional positions, and the Committee agrees to consider the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.
- 20.03 During the months of July and August written notice of any such vacancies in promotional positions will be mailed to the President of the Association by work email.
- 20.04 A Unit A member serving in an acting or interim capacity as a Unit B or other administrative position at the request of the Dracut Public Schools shall be compensated for that period of time in said position at the rate of 1.25 times his/her Unit A compensation not to exceed the total compensation received by that Unit B or other administrative member at that time.

## **ARTICLE XXI**

### **Positions in Summer School, Evening School and Under Federal Programs**

- 21.01 All openings for such positions will be publicized adequately by the Superintendent in each school as early as possible, and notice of appointments to said positions shall be posted in each school as appointments are made. Under normal circumstances, summer school openings will be publicized, by work email not later than the preceding May 15.
- 21.02 In filling such positions, considerations will be given to a teacher's competence for the particular position, major and/or minor field(s) of study, quality of teaching performance, and service in the Dracut School System, including previous Dracut summer school or evening school teaching experience.

## **ARTICLE XXII**

### **Retirement Redemption Plan**

- 22.01 In recognition of dedicated service to the students of Dracut, any teacher covered by this Agreement, and who has served fifteen (15) or more years in the Dracut Public Schools, may obtain an increase in compensation as follows:
- 22.02 (a) Any teacher who desires to participate in this program should notify the Superintendent of such intention by January 1 prior to the School Year in which he/she intends to retire. If such notice is submitted in writing by said January 1, the individual concerned will be paid (or in the event of the death of such teacher, his/her estate shall be paid) \$70.00 a day for each sick leave day so accumulated/surrendered up to a maximum of one hundred eighty-two (182) days. Such payment, in lump sum, shall be received in the next following Dracut School System payroll after the effective date of retirement.

(b) After twenty (20) years of service in the Dracut Public Schools, the following schedule shall apply:

Unit "A"

CONTRACT YEAR	PER DIEM RATE	AFTER 20 YEARS	AFTER 25 YEARS	AFTER 30 YEARS	AFTER 35 YEARS
July 1, 2020 To June 30, 2023	\$70	212 days	340 days	375 days	unlimited days

- 22.03 In the event that a teacher, for valid and substantial reason(s), decides subsequent to said February 1 to retire during or at the end of the next school year, said teacher will be eligible for this retirement redemption plan subject to the approval of the Superintendent based upon budgetary and other considerations.
- 22.04 Subject to the approval of the Superintendent based upon budgetary or other considerations, a teacher who, for valid and substantial reason(s), decides to retire with fewer than fifteen (15) years of service in the Dracut Public School, will be eligible for this retirement redemption plan; provided that the Superintendent's approval (or non-approval) of any such request shall not be subject to the grievance or arbitration provisions of this Agreement.
- 22.05 In the event the individual fails to retire immediately at the conclusion of the school year (unless prevented from doing so by death) the teacher will agree in writing to repay to the Town of Dracut the differential between the salary which was actually received under the provisions of this Section and that which the teacher would have received had he/she not submitted the intention to retire, said amount to be deducted from the final summer paycheck(s) of the school year. In such event, the Committee agrees to restore the sick leave days to the teachers who had surrendered them pursuant to 22.02.
- 22.06 In the event of the exhaustion of his /her sick leave during the last year of employment, the teacher may elect to have his/her sick leave restored to him/her pro rata and be restored to his/her base salary pro rata.

### **ARTICLE XXIII Teacher Protection**

- 23.01 Teachers shall immediately report to the Superintendent in writing, all cases of assault suffered by them in connection with their employment.
- 23.02 This report shall be forwarded to the Committee, which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the town, the police, and the courts.

### **ARTICLE XXIV Reduction-In-Force Procedural Policy**

- 24.01 Any reduction-in-force shall be consistent with the General Laws of the Commonwealth of Massachusetts; Rules and Regulations of the State Department of Education; and the particular procedures, which are defined within this contractual Agreement.
- 24.02 Declines in student enrollments, changes in the context of curricular offerings, financial constraints, or other extenuating conditions may necessitate the reduction of a particular number of professional positions within the school system. When the School Committee has made a determination that a reduction-in-force is necessary, it shall proceed as follows:
- 24.02.1 Reduction-in-force will first be achieved by the various processes associated with natural attrition; including, but not limited to, the following considerations: resignation of any teacher; retirement of any teacher, death of any teacher; or the non-renewal of a teacher without professional status.

- 24.02.2 Teachers who are not under Regular Contract Status, e.g., Interim-Service Status (ISS) Teachers will be laid off first, and followed in sequence by Teachers without professional status provided, however, that in either of the aforesaid instances there are fully and appropriately certificated teachers available within the remaining complement of Instructional Staffing Members to perform all the prescribed duties and obligations associated with the particular position which has necessitated the lay-off of a teacher under this section.
- 24.02.3 In case the reduction-in-force ultimately affects a teacher with professional status under Massachusetts General Laws, Chapter 71, Section 41, as amended, the advantage of seniority will prevail as the sole determinant of retention within the specific curricular disciplines as set forth in this Agreement.

Effective September 1, 2016:

In case the reduction-in-force affects a teacher with professional status under Massachusetts General Laws, Chapter 71 Section 41, as amended, no such teacher shall be laid off pursuant to a reduction in force or reorganization if there is a less qualified teacher holding the same or similar position for which the teacher is currently certified. No such teacher shall be displaced by a more senior teacher unless the more senior teacher is currently certified through the Massachusetts Department of Elementary and Secondary Education and is at least as qualified for the position as the junior teacher holding the position.

“Same or similar position” for the purpose of this article shall mean any position within the particular discipline in which the teacher is employed at the time of the layoff.

In determining the relative qualifications of two teachers under this article, the primary factors shall be as follows:

- (1) Indicators of job performance, including each teacher’s overall rating on his/her most recent summative evaluation report, as generated per the Evaluation System negotiated by the parties, except that no distinction shall be made between the overall performance ratings of proficient and exemplary.
- (2) The best interest of the students.

When such factors are equal, preference for retention shall be given to the teacher with the greater seniority.

- 24.02.4 A teacher with professional status who is scheduled to be laid off may "bump" a less senior teacher, with professional status in another curricular discipline only if both the following two (2) requirements are satisfied:
- (a) The first requirement is that the more senior teacher is fully and appropriately certificated for the position in question under any applicable Rules and Regulations of the Massachusetts Department of Education and also in consonance with any defined provisions of the Massachusetts General Laws, Chapter 71, Section 38G, as amended. For the particular purpose of the Article, a teacher with a "General" certification shall be presumed to meet the certification requirements of the teacher's current assignment in a curricular discipline; but, in order for said teacher to "bump" within a "cross-curricular" context a teacher must qualify under the prevailing Certification Criteria for the specific



category in question.

(b)The second requirement is that the more senior teacher with professional status "bumping" of a teacher with professional status with less seniority across prescribed classifications or curricular-discipline lines shall only be accomplished with the approval of the Superintendent of Schools. But in any event, no teacher may bump into a non-certified classification or curricular discipline.

In order to protect a more senior teacher with professional status, the Superintendent shall not be limited in any way in exercising his/her administrative discretion and judgment either to make such transfers of teachers from one classification to another classification, or to affect the re-assignment of teachers within a particular curricular or grade-level classification; if such actions were perceived by the Superintendent to be reasonable and not adversely affecting the instructional program.

- 24.02.5 For purposes affecting considerations of professional status and/or seniority within this Article, an employee whose position may still not be eligible for formal inclusion under the professional status which are encompassed by the current General Laws of the Commonwealth of Massachusetts shall be considered to have professional status if the employee has received in that specific position a fourth consecutive appointment by the School Board on the basis of being recommended for same by the Superintendent or who has otherwise met the requirements and provisions of Massachusetts General Laws, Chapter 71, Section 41.
- 24.02.6 Notification: When a reduction-in-force is to take-place, the Committee shall give written notice to the affected teachers on or before June 15 preceding the effective date of the reduction which shall be the subsequent September 1<sup>st</sup>. The notification shall include a statement of reason(s) for the reduction-in-force as it pertains to the individual teacher. A copy of any such notification issued to a teacher shall be sent contemporaneously to the President of the Association.
- 24.02.7 Lay-off means an unpaid leave-of-absence to be granted by the Committee for a period of two (2) years from the effective date of the reduction-in-force (September 1<sup>st</sup>) as defined herein. Once a teacher has been notified of being affected by a lay-off, the teacher must determine whether the teacher desires to exercise rights pursuant to Massachusetts General Laws, Chapter 71, Section 42, if applicable, or exercise rights pursuant to this Agreement; but not both. Said written decision must be sent to the School Committee through the Superintendent within thirty (30) calendar days of receipt of the lay-off notice. Any affected teacher who elects to waive his/her rights to a dismissal hearing pursuant to Massachusetts General Laws, Chapter 71, Section 42, does so with the understanding that such waiver applies irrevocably to that particular position held at the time of the lay-off and shall encompass the automatic termination process at the end of the twenty-four (24) month lay-off period referred to herein in Section 13(M). Should the teacher be recalled at any time prior to the expiration of the prescribed Recall Period, the written "waiver of dismissal hearing" shall be returned to the teacher. A teacher who has waived the aforesaid rights to a said dismissal hearing shall be granted an unpaid leave-of-absence consistent with the terms set forth herein.
- 24.02.8 Should the teacher not accept recall for any reason prior to the expiration of the Recall Period, the teacher may resign or retire from the system and shall be entitled to the benefits outlined in Article XXII, if applicable. Any teacher affected by lay-off who may intend to exercise the right to resign or retire under the provision of Article XXII referenced herein shall do so by giving written notice of such intent to the Superintendent prior to February 1<sup>st</sup> of the particular school year in which the teacher intends to exercise said rights of retirement or resignation.

#### 24.02.9 Seniority

- (1) Length of Service: A teacher's length of uninterrupted service in years, months, and calendar days in the Dracut Public Schools is measured from the first day for which compensation was received. Officially authorized leaves-of-absence shall not be considered as constituting a break in service; however, only particular leaves-of-absence for which appropriate compensation on the salary schedule has been received (and which has been sanctioned by the School Committee and/or provisions of this Contractual Agreement) shall be counted as years, months and calendar days for purposes of this definition. A teacher's position on the Seniority List is determined by crediting those days for which compensation has been received by June 30 of the most recent previous school year. Only time spent on unpaid leaves, even though authorized by the School Committee, shall not contribute to seniority. For the purpose of seniority, only those days computed as part of the regular work year in accordance with Article VIII, Section 8.01 shall be counted toward seniority.

Ties in length of service shall be resolved in favor of the teacher with the most advanced degree credits; and if no distinction still prevails thereto, the advantage shall be in favor of the priority sequence of time and date on which the School Board appointment was affected.

- (2) Past service as a Substitute teacher, whether it be as a short-term or long-term substitute, shall not contribute toward seniority.
- (3) Past service as an Interim-Service Status (ISS) Substitute teacher shall contribute toward Seniority, since appropriate credit thereto on a salary schedule is granted procedurally by the School Committee.
- (4) A list specifying the Seniority Status of each member of the Bargaining Unit in reference to the teacher's current curricular discipline assignment shall be prepared by the Superintendent and forwarded to the President of the Association within ninety (90) Calendar Days following the formal execution of this Contract.
- (5) If no written objections of the Superintendent's Original Seniority Listing are filed in writing by November 30 after receipt of same by the President of the Association, the aforesaid Listing will be deemed final and binding.
- (6) Thereafter, an updated Seniority Listing shall be supplied by the Superintendent annually by November 1 of each Calendar Year. If no written objections to the Superintendent's aforesaid Seniority Listing are filed in writing within thirty (30) Calendar Days after receipt of same by the President of the Association, the aforesaid Listing will be deemed final and binding.
- (7) In the event there are questions or objections raised in writing to the Superintendent, these will be jointly examined by the President of the Dracut Teachers Association and the Superintendent. If agreement still fails to be attained, the unsettled matter( s) may be submitted to expedited arbitration for Final and Binding resolution thereof.

24.02.10 It shall be the responsibility of each teacher to provide the Assistant to the Superintendent with updated substantiation of Certification Credentials affecting anyone or all curricular disciplines cited herein: A Master Profile of Certification Credentials affecting the Professional Staff shall be prepared for the Superintendent by the respective Assistant to the Superintendent; and a copy of such Master Profile will be provided by the Superintendent to the President of the Dracut Teachers Association upon the latter's request.

## Qualified

Duly certified within a particular curricular discipline in consonance with certification provisions promulgated by the Massachusetts Department of Education.

## 24.02.11 Recall

The affected teacher shall have the right to return to a position in the particular curricular discipline from which a teacher was originally laid off. The Committee must vote on each lay-off individually and the order of lay-off shall be established by the sequence in which the Committee's votes were taken: i.e., last one out, first one in.

An up-to-date listing of the Recall order by curricular disciplines shall be maintained by the Superintendent and shall be made available to the President of the Association upon request. Each teacher will be assigned a specific curricular discipline as of September 1 of each contract year.

During the Recall Period, teachers who have been laid off but who have selected to work as Short-Term Substitutes, Long-Term Substitutes, or Interim-Service Status teachers shall be compensated at the particular rate of pay applicable to any of the aforesaid categories.

## 24.02.12 Classifications - Curricular Disciplines

### **Curricular Discipline Refers To One Of The Following Categories**

Grades K-6 and including Title I	K-12 Industrial Art	K-12 Business Education
K-12 Computer Science	K-12 Technology Education	K-12 Health
K-12 Physical Education	Secondary Spanish	TV Production
K-12 School Librarian	Secondary French	K-12 Guidance Counselor
K-12 Music	K-12 ESL	STEM/STEAM
K-12 Art	Special Needs	
Secondary English	Moderate Special Needs	
Secondary Mathematics	Teacher of Young Children with Special Needs	
Secondary Social Studies	Speech and Language Pathology	
Secondary Chemistry	In/Out District Case Manager	
Secondary Physics	Licensed Physical Therapist	
Secondary Biology/Life Science	School Adjustment Counselor	
Physical Science	Licensed Occupational Therapist	
General Science	Nurses	
Earth Science		

Should the Dracut School District undergo a reorganization, which results in a grade realignment during the term of this Agreement, the parties will reopen this section

Should any new curricular disciplines be created, they will be added to this section or incorporated under existing classifications where appropriate

## 24.02.13 Recall Rights and Benefits

- (A) Recall Rights and Benefits refers to the following considerations: If subsequent to a Reduction-In Force Notice, a Permanent-Position Vacancy, as contrasted with a Temporary Opening being filled by the Superintendent on an Interim-Service Status Basis, becomes manifest in a curricular discipline from which a particular teacher has been reduced and elected lay-off status, a Recall Notice shall be sent by the Superintendent by means of Certified Mail to the teacher based on the inverse order of layoff in the discipline wherein the

vacancy exists. The Recall Letter shall be mailed to the teacher's last address-of-record on file in the Office of the Superintendent at that specified time. If a teacher fails to notify the Superintendent in writing within fourteen (14) Calendar Days of the issuance of a Recall Notice in regard to the teacher's intent to accept recall, said teacher shall forfeit all rights and benefits or unless at the discretion of the Superintendent, extenuating circumstances prove otherwise.

- (B) Return of the Certified Mail Letter to the Superintendent by the Post Office will be considered a rejection of the proffered teaching assignment by the teacher or unless at the discretion of the Superintendent, extenuating circumstances prove otherwise. A teacher who accepts Recall must commence work on the date set forth in the Superintendent's Recall Notice or within twenty-one (21) Calendar Days, whichever is later. A teacher who accepts Recall shall have all benefits, as accrued up to June 30<sup>th</sup> of the school year in which Reduction-in-Force Notice was given, restored upon recall.
- (C) Should more than one position exist for which a teacher or teachers on lay-off would be duly qualified to fill, preference will be given by the Superintendent to the Senior Teacher in regard to the Choice of Vacancies.
- (D) Teachers with professional status who are on lay-off shall for twenty-four (24) months after the effective date of the lay-off retain First Preference to Recall Rights in the inverse order of lay-off to the particular positions from which they were laid off.
- (E) During the Lay-Off Period applicable to a particular teacher, no hiring of an outsider for a Permanent Vacancy shall take place unless the aforesaid Open Position cannot be filled by the Superintendent by the assignment of a duly qualified person on his/her available Recall List applicable to that particular position.
- (F) A teacher who rejects recall for reasons of a Contractual Agreement with another employer, illness, or disability rendering the teacher unable to work, or for some other good reason at the discretion of the Superintendent shall be moved one (1) position downward on the Recall List or to the bottom of the Recall List, dependent on whichever position is higher on the Recall List; and the reason for the teacher's rejection of the appointment must be stated on the Teacher's Letter of Rejection.
- (G) Proof of a Contractual Agreement with another employer, illness, or disability must be furnished to the Superintendent, if so requested. Regarding an illness or disability rendering the teacher unable to work, the Superintendent may require a letter from a physician, certifying to the teacher's condition.
- (H) Teachers with Recall Benefits are required to keep the Superintendent informed in writing of their current mailing address.
- (I) Teachers who have accepted Lay-Off Status shall, during the Recall Period, be sent copies of all notifications of vacancies. Only those teachers to which the recall notice pertains and who are eligible for same shall be so notified in areas in which they are certified.
- (J) A teacher who is recalled shall have the same benefits accruable at the time of lay-off with respect to professional status, unused sick-leave, and placement on the salary schedule; but shall receive or acquire no other benefits of any kind during the period of lay-off except any particular benefits which the teacher would have by statutory definition.

- (K) During the Recall Period, teachers shall be entitled to participate in any group-health and/or life insurance programs available to any teacher on Leave-of-Absence without pay, provided that the teacher pay the entire cost of insurance premiums within thirty (30) days of the billing date as issued by the Town Treasurer; and that there shall be no contribution required by the Committee or the Town of Dracut for such coverage issued to the teacher or without a reason acceptable to the Superintendent.
- (L) All teachers who reject a recall notice with no reason, or without a reason acceptable at the discretion of the Superintendent, will be removed from the Recall List.
- (M) All teachers removed from the Recall List by the passage of twenty-four (24) months or failure to return to a proffered teacher position shall be considered terminated from the Dracut Public Schools, and all contractual relationship with the Dracut School Committee shall be terminated.
- (N) All teachers on the Recall List who choose to be recorded on the Substitute List shall be given preference thereto.

## **ARTICLE XXV**

### **Dependent Tuition**

- 25.01 Children of professional employees shall be allowed to attend a regular education program in the Dracut Public Schools on a tuition-free basis with the cost of any special services to be paid by that professional employee.

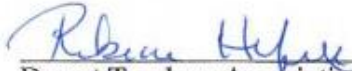
## **ARTICLE XXVI**

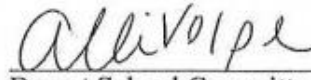
### **Duration**

- 26.01 This Agreement and the Appendices attached hereto shall be in full force and effect from July 1, 2020 through June 30, 2023 and shall thereafter automatically renew itself for successive terms of one year unless by October 15 next prior to the expiration of the Agreement, or of any extended period, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate the Agreement; whereupon professional negotiations shall begin no later than October 30.
- 26.02 If after any such negotiations the Committee and the Association shall have failed to reach agreement By the following December 31, either party or parties jointly may petition the State Board of Conciliation and Arbitration to initiate fact-finding in accordance with the General Laws of Massachusetts.

This Agreement may be amended only by mutual consent of the Association and the majority voice of the Committee

Made this 13th day of April 2021 by and between the Dracut School Committee and the Dracut Teachers Association.

  
\_\_\_\_\_  
Dracut Teachers Association  
Rebecca Hefe, President

  
\_\_\_\_\_  
Dracut School Committee  
Allison Volpe, Chairperson

## **SUPPLEMENTARY AGREEMENT**

The parties agree that the Committee retains the exclusive right to authorize the installation and removal of vending machines in teachers' lounge(s) or other room(s) reserved for teachers in buildings of the Dracut School System. Should the Committee authorize the installation of vending machines in teachers' lounge(s) or other room(s) reserved for teachers, the net profits derived therefrom shall be transmitted to the Association for an Educational Advancement Grant or for any other educational purpose agreed upon by the parties.

### **DRACUT SCHOOL COMMITTEE**

Marietta M. Paquette, Chairman  
Donna M. Brody  
Joseph C. Campbell  
Nancy L. Drolet  
Ronald P. Mercier III

### **DRACUT TEACHERS ASSOCIATION**


Georgia Whelton, President  
Joyce A. Desjardins, Vice President  
John Daigle, Negotiations Co-Chair  
Gretchen Lordan, Negotiations Co-Chair  
Robert D. Baker

**Addendum to the  
Memorandum of Agreement  
Between the  
Dracut School Committee  
and the  
Dracut Teachers' Association  
July 1, 2020 to June 30, 2023**

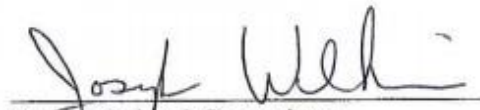
**Replacement of the Language in the new Article 2.12 shall read:**

A teacher who agrees to teach an additional class shall be compensated at the rate of 20% of his/her salary for the additional class. This additional percentage shall be added to their existing full-time equivalency based on their current schedule and as referenced in Article IX.

Made this 2<sup>nd</sup> day in June 2021 by and between the Dracut School Committee and the Dracut Teachers' Association.

  
\_\_\_\_\_

Dracut Teachers' Association  
Rebecca Hefe, President

  
\_\_\_\_\_

Dracut School Committee  
Joseph Wilkie, Chairperson



## **APPENDICES**

APPENDIX A-1	Salary Schedule – September 1, 2020 to June 30, 2021
APPENDIX A-2	Salary Schedule – September 1, 2021 to June 30, 2022
APPENDIX A-3	Salary Schedule – September 1, 2022 to June 30, 2023
APPENDIX A-4	Graduate Credit Requirements
APPENDIX A-5	Longevity Increments
APPENDIX A-6	Salary Schedule – Lead Teachers
APPENDIX A-7	Department Chairpersons
APPENDIX A-8	Supervisors Grades 7-12
APPENDIX A-9	Coordinator of Federally Funded Program
APPENDIX A-10	Head Nurse Stipend
APPENDIX A-11	IEP Chairperson Stipend
APPENDIX B	Co-Curricular Supervisory Stipends
APPENDIX C	Coaches Stipends
APPENDIX D	Tutorial Stipends
APPENDIX E	Unit A Supervision and Evaluation

**APPENDIX A-1**  
**Dracut Salary Schedule**  
**September 1, 2020- June 30, 2021 School Year**  
**2.5% Increase - Teachers Hired Prior to 7/1/2015**

<b>S-L</b>	<b>Bachelors</b>	<b>B+10</b>	<b>B+20</b>	<b>M OR B+40</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>CAGS/2M M+40*</b>	<b>Doctorate**</b>
1	46,324	47,461	48,597	50,854	51,982	53,114	54,487	56,446	59,058
2	48,710	49,846	50,965	53,234	54,362	55,495	56,867	58,830	61,443
3	51,088	52,223	53,355	55,611	56,824	57,876	59,249	61,210	63,823
4	53,469	54,607	55,735	57,999	59,126	60,259	61,623	64,942	66,200
5	56,249	57,375	58,512	60,896	62,027	63,156	64,522	66,484	69,097
6	59,024	60,161	61,292	63,766	64,899	66,024	67,399	69,380	71,977
7	61,805	62,942	64,067	66,547	67,680	68,808	70,175	72,138	74,755
8	64,974	66,107	67,243	70,175	71,312	72,442	73,806	75,769	78,383
9	68,353	69,487	70,614	73,554	74,686	75,817	78,547	79,142	81,758
10	71,924	73,053	74,186	77,576	78,705	79,841	81,214	83,176	85,787
11	72,643	73,784	74,928	78,352	79,492	80,639	82,026	84,008	86,645

**2.5% Increase - Teachers Hired After 7/1/2015**

<b>S-L</b>	<b>Bachelors</b>	<b>B+10</b>	<b>B+20</b>	<b>M OR B+40</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>CAGS /2M M+40*</b>	<b>Doctorate**</b>
1	44,976	46,077	46,945	49,371	50,465	51,567	52,899	54,803	57,340
2	47,289	48,389	49,481	51,683	52,783	53,879	55,210	57,113	59,653
3	49,601	50,700	51,800	53,993	55,094	56,188	57,522	59,427	61,966
4	51,913	53,017	54,111	56,305	57,405	58,505	59,829	61,728	64,272
5	54,613	55,705	56,807	59,121	60,223	61,316	62,642	64,549	67,084
6	57,308	58,411	59,505	61,913	63,010	64,104	65,436	67,337	69,880
7	60,007	61,107	62,198	64,610	65,708	66,802	68,135	70,038	72,576
8	63,082	64,186	65,286	68,135	69,237	70,332	71,658	73,560	76,101
9	66,365	67,461	68,559	71,413	72,511	73,608	74,937	76,836	79,374
10	69,828	70,925	72,024	75,316	76,412	77,515	78,846	80,753	83,289
11	70,526	71,634	72,744	76,069	77,176	78,290	79,634	81,561	84,122

\* M+40: If these credits are formally a part of an approved CAGS Program or Doctorate Program or at the completion of a second (2<sup>nd</sup>) Master.

\*\*Doctorate (Applicable only and specifically for either a Doctor of Education (ED.D) Degree or Doctor of Philosophy (PH.D))

**APPENDIX A-2**  
**Dracut Salary Schedule**  
**September 1, 2021 – June 30, 2022 School Year**  
**2.5% Increase - Teachers Hired Prior to 7/1/2015**

<b>S-L</b>	<b>Bachelors</b>	<b>B+10</b>	<b>B+20</b>	<b>M OR B+40</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>CAGS/2M M+40*</b>	<b>Doctorate**</b>
1	47,482	48,648	49,812	52,125	53,282	54,442	55,849	57,857	60,534
2	49,928	51,092	52,239	54,565	55,721	56,882	58,289	60,301	62,979
3	52,365	53,529	54,689	57,001	58,245	59,323	60,730	62,740	65,419
4	54,806	55,972	57,128	59,449	60,604	61,765	63,164	66,566	67,855
5	57,655	58,809	59,975	62,418	63,578	64,735	66,135	68,146	70,824
6	60,500	61,665	62,824	65,360	66,521	67,675	69,084	71,115	73,776
7	63,350	64,516	65,669	68,211	69,372	70,528	71,929	73,941	76,624
8	66,598	67,760	68,924	71,929	73,095	74,253	75,651	77,663	80,343
9	70,062	71,224	72,379	75,393	76,553	77,712	80,511	81,121	83,802
10	73,722	74,879	76,041	79,515	80,673	81,837	83,244	85,255	87,932
11	74,459	75,629	76,801	80,311	81,479	82,655	84,077	86,108	88,811

**2.5% Increase - Teachers Hired After 7/1/2015**

<b>S-L</b>	<b>Bachelors</b>	<b>B+10</b>	<b>B+20</b>	<b>M OR B+40</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>CAGS /2M M+40*</b>	<b>Doctorate**</b>
1	46,100	47,229	48,119	50,605	51,727	52,856	54,221	56,173	58,774
2	48,471	49,599	50,718	52,975	54,103	55,226	56,590	58,541	61,144
3	50,841	51,968	53,095	55,343	56,471	57,593	58,960	60,913	63,515
4	53,211	54,342	55,464	57,713	58,840	59,968	61,325	63,271	65,879
5	55,978	57,098	58,227	60,599	61,729	62,849	64,208	66,163	68,761
6	58,741	59,871	60,993	63,461	64,585	65,707	67,072	69,020	71,627
7	61,507	62,635	63,753	66,225	67,351	68,472	69,838	71,789	74,390
8	64,659	65,791	66,918	69,838	70,968	72,090	73,449	75,399	78,004
9	68,024	69,148	70,273	73,198	74,324	75,448	76,810	78,757	81,358
10	71,574	72,698	73,825	77,199	78,322	79,453	80,817	82,772	85,371
11	72,289	73,425	74,563	77,971	79,105	80,247	81,625	83,600	86,225

\* M+40: If these credits are formally a part of an approved CAGS Program or Doctorate Program or at the completion of a second (2<sup>nd</sup>) Master.

\*\*Doctorate (Applicable only and specifically for either a Doctor of Education (ED.D) Degree or Doctor of Philosophy (PH.D))

**APPENDIX A-3**  
**Dracut Salary Schedule**  
**September 1, 2022-June 30, 2023 School Year**  
**2.5% Increase - Teachers Hired Prior to 7/1/2015**

<b>S-L</b>	<b>Bachelors</b>	<b>B+10</b>	<b>B+20</b>	<b>M OR B+40</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>CAGS/2 M+40*</b>	<b>Doctorate**</b>
1	48,669	49,864	51,057	53,428	54,614	55,803	57,245	59,304	62,048
2	51,176	52,369	53,545	55,929	57,114	58,304	59,746	61,808	64,554
3	53,674	54,867	56,056	58,426	59,701	60,806	62,248	64,309	67,054
4	56,176	57,371	58,557	60,935	62,119	63,310	64,743	68,230	69,551
5	59,097	60,280	61,474	63,979	65,167	66,353	67,788	69,850	72,595
6	62,012	63,207	64,395	66,994	68,185	69,366	70,811	72,892	75,621
7	64,934	66,128	67,310	69,916	71,106	72,291	73,728	75,790	78,539
8	68,263	69,454	70,647	73,728	74,922	76,109	77,542	79,605	82,351
9	71,813	73,005	74,189	77,278	78,467	79,655	82,523	83,149	85,897
10	75,565	76,751	77,942	81,503	82,689	83,883	85,325	87,387	90,130
11	76,321	77,519	78,721	82,319	83,516	84,721	86,179	88,261	91,031

**2.5% Increase - Teachers Hired After 7/1/2015**

<b>S-L</b>	<b>Bachelors</b>	<b>B+10</b>	<b>B+20</b>	<b>M OR B+40</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>CAGS/2M M+40*</b>	<b>Doctorate**</b>
1	47,253	48,410	49,322	51,870	53,020	54,178	55,577	57,577	60,243
2	49,683	50,839	51,986	54,299	55,455	56,607	58,005	60,004	62,673
3	52,112	53,267	54,422	56,726	57,883	59,033	60,434	62,435	65,103
4	54,541	55,701	56,850	59,155	60,311	61,467	62,858	64,853	67,526
5	57,378	58,525	59,683	62,114	63,272	64,420	65,813	67,817	70,480
6	60,209	61,368	62,517	65,047	66,200	67,349	68,749	70,746	73,418
7	63,045	64,201	65,347	67,881	69,034	70,184	71,584	73,584	76,250
8	66,276	67,435	68,591	71,584	72,742	73,893	75,286	77,284	79,954
9	69,725	70,876	72,030	75,028	76,182	77,334	78,731	80,726	83,392
10	73,363	74,516	75,670	79,129	80,280	81,439	82,838	84,841	87,506
11	74,096	75,260	76,427	79,920	81,083	82,253	83,665	85,690	88,381

\* M+40: If these credits are formally a part of an approved CAGS Program or Doctorate Program or at the completion of a second (2<sup>nd</sup>) Master.

\*\*Doctorate (Applicable only and specifically for either a Doctor of Education (ED. D) Degree or Doctor Of Philosophy (PH.D))

#### **APPENDIX A-4**

##### **Graduate Credit Requirements**

Qualification requirements for the aforesaid graduate credit salary increments are as follows:

- a. Semester hours of credit must be earned from institutions that are currently approved by the New England Association of Colleges and Secondary Schools or by a corresponding and equivalent accrediting authority in another geographical region.
- b. Subject to the approval of the Superintendent, the graduate credit hours beyond a Bachelor's Degree shall be earned in either (1) the teacher's undergraduate Major or Minor if the teacher is instructing in either of the aforesaid areas, or (2) the teacher's graduate program leading towards either a Master's Degree in a specific subject area or a Master's Degree in Education but only when a teacher has been duly and formally accepted by College or University officials for enrollment in such an advanced degree program as described herein, or (3) for compliance with Certification under the Requirements of General Laws Chapter 71, Section 38G.
- c. Subject to the approval of the Superintendent, the graduate credit hours beyond a Master's Degree shall be earned in either (1) a subject area associated with any segment of the teacher's current instructional assignments in the Dracut Public Schools, (2) the teacher's graduate program leading towards either a Certificate of Advanced Graduate Study or a Doctorate Degree in a specific subject area or in Education, but only when the teacher has been duly and formally accepted by College or University officials for enrollment in such an advanced degree program as described herein, or (3) for compliance with Certification under the Requirements of General Laws Chapter 71, Section 38G.
- d. The determination of the number of graduate credit hours to be translated into the context of the Salary Schedule shall be effected as of October 1st of the applicable school year.

**APPENDIX A-5**  
**Longevity Increments**

	2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
12 Years Instructional Service	669	686	703
15 Years Instructional Service	1,330	1,364	1,398
20 Years Instructional Service	1,998	2,048	2,099
25 Years Instructional Service	2,664	2,731	2,799
30 Years Instructional Service	3,721	3,814	3,909
35 Years Instructional Service	4,503	4,615	4,731
40 Years Instructional Service	5,247	5,378	5,513

**APPENDIX A-6**  
**Lead Teacher Stipends**

	2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
Brookside Elementary School	5,552	5,691	5,834
Campbell Elementary School	5,552	5,691	5,834
Greenmont Avenue School	4,997	5,122	5,250
Englesby Elementary School	5,552	5,691	5,834

**APPENDIX A-7**  
**Department Chairpersons**

	2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
Category III (0-6 teachers)	5,160	5,289	5,421
Category II (7-10 teachers)	6,079	6,231	6,387
Category I (11+ teachers)	6,981	7,156	7,335

The term of a Department Chairperson shall be on an annual basis and will consequently require the re-posting and re-appointment procedure, which currently applies to all stipend positions within the Contractual Agreement.

Effective beginning with the 2015-2016 school year Department Chairpersons shall have a teaching load of three (3) classes per day and five (5) additional work days either after the school year's end or prior to the next school year's start (187 days in total), as agreed upon by the Principal and Department Chairperson, for which they shall receive a stipend. Department Chairpersons shall not have supervisory responsibility.

**APPENDIX A-8**  
**Supervisors 7-12 (Fine and Performing Arts, Math, English)**

	2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
Supervisor 7-12	10,963	11,237	11,518

**APPENDIX A-9**  
**Coordinator of Federally Funded Program (pending receipt of Federal grant funds)**

	2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
Title I Coordinator	6,417	6,577	6,741

**APPENDIX A-10**

**Head Nurse Stipend**

2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
5,439	5,575	5,714

**APPENDIX A-11**

**IEP Chairpersons (pending receipt of Federal grant funds)**

2020-2021 2.5% Increase	2021-2022 2.5% Increase	2022-2023 2.5% Increase
5,439	5,575	5,714



**APPENDIX B**  
**Co-Curricular Supervisory Stipends**

	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
	<b>2.5% Increase</b>	<b>2.5% Increase</b>	<b>2.5% Increase</b>
Faculty Director - A Capella Choir	1,475	1,512	1,550
DECA Advisor	1,200	1,230	1,261
Faculty Director - Senior High Yearbook	2,891	2,963	3,037
Faculty Director - Senior High Student Council	2,189	2,244	2,300
Director - Field & Concert Band/Instrumental	7,051	7,227	7,408
Assistant to Director - Field & Concert Band/Ins	5,332	5,465	5,602
Director - Color Guard, Flag Team/Majorettes	1,890	1,937	1,986
Faculty Director - Stage Band	3,612	3,702	3,795
Faculty Director – DHS National Honor Society	1,473	1,510	1,547
Faculty Moderator - DHS Environmental Club	1,548	1,586	1,626
Faculty Moderator - DHS Art Club	2,752	2,821	2,891
Coordinator - Student Activities 9, 10, 11, 12	1,995	2,045	2,096
Moderator - DHS Student Activities	2,513	2,576	2,641
Senior Guidance Counselor DHS	2,752	2,821	2,891
Computer Supervisor DHS	3,125	3,203	3,283
Faculty Director – DHS Newspaper	2,919	2,992	3,067
Faculty Director - Knowledge Bowl LJHS	1,229	1,260	1,291
Faculty Director - Music/Choral Arts LJHS	806	826	846

Faculty Director - Drama/Choral Arts LJHS	705	723	741
Faculty Director - After School Instrumental Music	2,409	2,469	2,531
Faculty Director - After School Instrumental Music	2,409	2,469	2,531
Faculty Director -After School Choral Arts Englesby	1,571	1,611	1,651
Faculty Director - After School Choral Arts Brookside	1,571	1,611	1,651
Faculty Director - After School Choral Arts Parker	1,571	1,611	1,651
Faculty Director - After School Choral Arts Greenmont	1,571	1,611	1,651
Faculty Director - After School Choral Arts Campbell	1,571	1,611	1,651
Faculty Director - After School String Music Intermediate	2,409	2,469	2,531
Faculty Director - Junior High Band	2,409	2,469	2,531
DHS Stage Production/Musical & Artistic Director	5,844	5,990	6,139
DHS Stage Production/Dramatic Director	3,338	3,422	3,507
DHS Stage Production/Stage Manager/Set Construction	2,504	2,567	2,631
DHS Stage Production/Sound & Lighting Manager	2,504	2,567	2,631
DHS Stage Production/Choreographer	1,674	1,713	1,755

## **APPENDIX C**

### **Coaches Stipends**

Coaches will proceed on the six-step stipendiary schedule. Coaches shall be placed on the schedule in accordance with years of experience in the particular sport.

In the event of a resignation, for any reason, or a vacancy at the time after the season has begun, the Superintendent of Schools is authorized to fill such vacancy on an Interim Basis after a verbal or written announcement seeking applicants has taken place in all buildings. An individual will serve on this interim basis until such time as the position can be properly posted and filled in accordance with terms and conditions of the Collective Bargaining Agreement. All such emergency replacements will be paid on a per-diem, pro-rata basis.

The Athletic Director Position shall encompass the period July 1 through June 30, annually.

Fall sport coaches may begin practice for all teams in accordance with the current MIAA Handbook.

# PROFESSIONAL STAFF ATHLETIC POSITIONS

July 1, 2020 - June 30, 2021

2.5% Increase

2020-2021 FALL POSITIONS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Athletic Director	\$13,330					
Equipment Manager	\$3,809	\$4,140	\$4,472	\$4,802	\$5,135	\$5,796
Senior Varsity Head Football Coach	\$7,396	\$7,739	\$8,083	\$8,598	\$9,459	\$10,145
Senior Varsity Assistant Football Coach	\$3,783	\$4,127	\$4,300	\$4,643	\$4,988	\$5,332
Associate Football Coach	\$4,472	\$4,814	\$4,988	\$5,332	\$5,675	\$6,020
Associate Football Coach	\$4,472	\$4,814	\$4,988	\$5,332	\$5,675	\$6,020
Assistant Football Coach	\$3,783	\$4,127	\$4,300	\$4,643	\$4,988	\$5,332
Freshman Football Coach	\$3,612	\$3,783	\$3,955	\$4,300	\$4,643	\$4,988
Assistant Freshman Football Coach	\$3,268	\$3,438	\$3,612	\$3,955	\$4,300	\$4,643
Girls Field Hockey Head Coach	\$4,300	\$4,643	\$5,159	\$5,503	\$6,020	\$6,535
Girls Field Hockey Assistant Coach	\$2,927	\$3,268	\$3,612	\$4,127	\$4,472	\$4,679
Varsity Cross Country Coach	\$3,955	\$4,643	\$5,159	\$5,675	\$6,191	\$6,879
Assistant Cross Country Coach`	\$3,094	\$3,268	\$3,438	\$3,612	\$3,955	\$4,300
Boys & Girls Senior Varsity & Junior Varsity Cross Country Coach	\$3,612	\$3,783	\$3,955	\$4,127	\$4,643	\$5,159
Senior Varsity Golf Coach	\$3,268	\$3,612	\$3,955	\$4,300	\$4,643	\$4,988
Assistant Golf Coach	\$1,269	\$1,381	\$1,490	\$1,601	\$1,712	\$1,931
Girls Volleyball Coach	\$3,955	\$4,643	\$5,159	\$5,675	\$6,191	\$6,879
Girls Assistant Volleyball Coach	\$2,751	\$3,094	\$3,438	\$3,785	\$4,300	\$4,814
Girls Volleyball Freshman Coach	\$2,580	\$2,925	\$3,268	\$3,612	\$3,994	\$4,300
Boys Senior Varsity Soccer Coach	\$3,955	\$4,300	\$4,643	\$4,988	\$5,332	\$6,020
Girls Senior Varsity Soccer Coach	\$3,955	\$4,300	\$4,643	\$4,988	\$5,332	\$6,020
Boys Junior Varsity Soccer Coach	\$2,580	\$2,925	\$3,268	\$3,612	\$3,994	\$4,300
Boys Junior Varsity B Soccer Coach	\$2,425	\$2,749	\$3,072	\$3,395	\$3,719	\$4,039
Girls Junior Varsity Soccer Coach	\$2,580	\$2,925	\$3,268	\$3,617	\$3,994	\$4,300
Girls Senior Varsity Cheerleader Coach	\$2,580	\$2,925	\$3,268	\$3,785	\$4,300	\$4,814
Girls Varsity Swimming Coach	\$3,955	\$4,643	\$5,159	\$5,503	\$5,675	\$6,535

Girls Varsity Assistant Swimming Coach	\$2,925	\$3,268	\$3,612	\$4,127	\$4,472	\$4,988
<b>WINTER POSITIONS</b>						
Boys Senior Varsity Basketball Coach	\$4,814	\$5,159	\$5,503	\$6,020	\$6,535	\$7,396
Boys Junior Varsity Basketball Coach	\$2,925	\$3,438	\$3,955	\$4,300	\$4,643	\$4,988
Boys Freshman Basketball Coach	\$2,580	\$3,094	\$3,438	\$3,784	\$4,127	\$4,643
Girls Varsity Cheerleading Coach	\$2,580	\$2,925	\$3,268	\$3,785	\$4,300	\$4,814
Girls Senior Varsity Basketball Coach	\$4,814	\$5,159	\$5,503	\$6,020	\$6,535	\$7,396
Girls Junior Varsity Basketball Coach	\$2,925	\$3,438	\$3,955	\$4,300	\$4,643	\$4,988
Girls Freshman Basketball Coach	\$2,580	\$3,094	\$3,438	\$3,783	\$4,127	\$4,643
Boys Wrestling Head Coach	\$4,814	\$5,159	\$5,503	\$6,020	\$6,535	\$7,396
Boys Wrestling Assistant Coach	\$3,094	\$3,438	\$3,955	\$4,300	\$4,643	\$4,988
Senior Varsity Ice Hockey Head Coach	\$4,300	\$4,643	\$4,988	\$5,503	\$6,020	\$6,879
Senior Varsity Ice Hockey Assistant Coach	\$3,094	\$3,438	\$3,955	\$4,300	\$4,643	\$5,159
Junior Varsity Ice Hockey Coach	\$2,149	\$2,580	\$3,094	\$3,612	\$4,127	\$4,643
Girls Gymnastics Coach	\$4,814	\$5,159	\$5,503	\$6,020	\$6,535	\$7,396
Assistant Gymnastics Coach	\$2,751	\$3,094	\$3,438	\$3,783	\$4,127	\$4,814
Boys Varsity Indoor Track Coach	\$3,955	\$4,300	\$4,643	\$5,159	\$5,675	\$6,535
Boys Varsity Indoor Track Assistant Coach	\$3,094	\$3,438	\$3,955	\$4,300	\$4,643	\$4,988
Girls Varsity Indoor Track Coach	\$3,955	\$4,300	\$4,643	\$5,159	\$5,675	\$6,535
Girls Varsity Indoor Track Assistant Coach	\$3,094	\$3,438	\$3,955	\$4,300	\$4,643	\$4,988
<b>SPRING POSITIONS</b>						
Boys Senior Varsity Baseball Coach	\$3,955	\$4,300	\$5,159	\$5,675	\$6,191	\$6,535
Boys Senior Varsity Baseball Assistant Coach	\$3,268	\$3,612	\$3,955	\$4,472	\$4,643	\$4,988
Boys Junior Varsity Baseball Coach	\$2,925	\$3,268	\$3,783	\$4,127	\$4,472	\$4,814
Boys Freshman Baseball Coach	\$2,751	\$3,094	\$3,438	\$3,783	\$4,127	\$4,643
Girls Senior Varsity Softball Coach	\$3,955	\$4,300	\$5,159	\$5,675	\$6,191	\$6,535
Girls Senior Varsity Softball Assistant Coach	\$3,268	\$3,612	\$3,955	\$4,472	\$4,643	\$4,988
Girls Junior Varsity Softball Coach	\$2,925	\$3,268	\$3,783	\$4,127	\$4,472	\$4,814
Girls Freshman Softball Coach	\$2,751	\$3,094	\$3,438	\$3,783	\$4,127	\$4,643
Boys Senior Varsity Track Head Coach	\$4,300	\$4,643	\$5,503	\$5,675	\$6,191	\$6,535
Boys Senior Varsity Track Assistant Coach	\$3,094	\$3,268	\$3,438	\$3,612	\$3,955	\$4,300
Girls Senior Varsity Track Coach	\$4,302	\$4,642	\$5,503	\$5,675	\$6,191	\$6,535

Girls Senior Varsity Track Assistant Coach	\$3,094	\$3,268	\$3,438	\$3,612	\$3,955	\$4,300
Boys and Girls Senior Varsity Track Assistant Coach	\$1,269	\$1,381	\$1,490	\$1,601	\$1,712	\$1,931
Boys Senior Varsity Volleyball Coach	\$3,955	\$4,643	\$5,159	\$5,675	\$6,191	\$6,879
Boys Junior Varsity Volleyball Coach	\$2,751	\$3,094	\$3,438	\$3,783	\$4,300	\$4,814
Boys Senior Varsity Lacrosse Coach	\$3,955	\$4,300	\$5,159	\$5,675	\$6,191	\$6,535
Boys Senior Varsity Lacrosse Assistant Coach	\$3,094	\$3,268	\$3,438	\$3,612	\$3,955	\$4,300
Boys Junior Varsity Lacrosse Coach	\$2,925	\$3,268	\$3,783	\$4,127	\$4,472	\$4,814
Girls Senior Varsity Lacrosse Coach	\$3,955	\$4,300	\$5,159	\$5,675	\$6,194	\$6,535
Girls Junior Varsity Lacrosse Coach	\$2,925	\$3,268	\$3,783	\$4,127	\$4,472	\$4,814

All Intramurals

28.64

**PROFESSIONAL STAFF ATHLETIC  
POSITIONS July 1, 2021 - June 30, 2022  
2.5% Increase**

<b>2021-2022 FALL POSITIONS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Athletic Director	\$13,663					
Equipment Manager	\$3,904	\$4,243	\$4,584	\$4,922	\$5,264	\$5,941
Senior Varsity Head Football Coach	\$7,581	\$7,932	\$8,285	\$8,813	\$9,695	\$10,399
Senior Varsity Assistant Football Coach	\$3,878	\$4,230	\$4,407	\$4,759	\$5,112	\$5,465
Associate Football Coach	\$4,584	\$4,935	\$5,112	\$5,465	\$5,817	\$6,170
Associate Football Coach	\$4,584	\$4,935	\$5,112	\$5,465	\$5,817	\$6,170
Assistant Football Coach	\$3,878	\$4,230	\$4,407	\$4,759	\$5,112	\$5,465
Freshman Football Coach	\$3,702	\$3,878	\$4,054	\$4,407	\$4,759	\$5,112
Assistant Freshman Football Coach	\$3,349	\$3,524	\$3,702	\$4,054	\$4,407	\$4,759
Girls Field Hockey Head Coach	\$4,407	\$4,759	\$5,288	\$5,641	\$6,170	\$6,699
Girls Field Hockey Assistant Coach	\$3,001	\$3,349	\$3,702	\$4,230	\$4,584	\$4,796
Varsity Cross Country Coach	\$4,054	\$4,759	\$5,288	\$5,817	\$6,346	\$7,051
Assistant Cross Country Coach	\$3,172	\$3,349	\$3,524	\$3,702	\$4,054	\$4,407
Boys & Girls Senior Varsity & Junior Varsity Cross Country Coach	\$3,702	\$3,878	\$4,054	\$4,230	\$4,759	\$5,288
Senior Varsity Golf Coach	\$3,349	\$3,702	\$4,054	\$4,407	\$4,759	\$5,112
Assistant Golf Coach	\$1,301	\$1,415	\$1,528	\$1,641	\$1,755	\$1,979
Girls Volleyball Coach	\$4,054	\$4,759	\$5,288	\$5,817	\$6,346	\$7,051
Girls Assistant Volleyball Coach	\$2,820	\$3,172	\$3,524	\$3,880	\$4,407	\$4,935
Girls Volleyball Freshman Coach	\$2,644	\$2,998	\$3,349	\$3,702	\$4,094	\$4,407
Boys Senior Varsity Soccer Coach	\$4,054	\$4,407	\$4,759	\$5,112	\$5,465	\$6,170
Girls Senior Varsity Soccer Coach	\$4,054	\$4,407	\$4,759	\$5,112	\$5,465	\$6,170
Boys Junior Varsity Soccer Coach	\$2,644	\$2,998	\$3,349	\$3,702	\$4,094	\$4,407
Boys Junior Varsity B Soccer Coach	\$2,486	\$2,818	\$3,149	\$3,480	\$3,812	\$4,139
Girls Junior Varsity Soccer Coach	\$2,644	\$2,998	\$3,349	\$3,708	\$4,094	\$4,407
Girls Senior Varsity Cheerleader Coach	\$2,644	\$2,998	\$3,349	\$3,880	\$4,407	\$4,935
Girls Varsity Swimming Coach	\$4,054	\$4,759	\$5,288	\$5,641	\$5,817	\$6,699
Girls Varsity Assistant Swimming Coach	\$2,998	\$3,349	\$3,702	\$4,230	\$4,584	\$5,112





<b>WINTER POSITIONS</b>						
Boys Senior Varsity Basketball Coach	\$4,935	\$5,288	\$5,641	\$6,170	\$6,699	\$7,581
Boys Junior Varsity Basketball Coach	\$2,998	\$3,524	\$4,054	\$4,407	\$4,759	\$5,112
Boys Freshman Basketball Coach	\$2,644	\$3,172	\$3,524	\$3,879	\$4,230	\$4,759
Girls Varsity Cheerleading Coach	\$2,644	\$2,998	\$3,349	\$3,880	\$4,407	\$4,935
Girls Senior Varsity Basketball Coach	\$4,935	\$5,288	\$5,641	\$6,170	\$6,699	\$7,581
Girls Junior Varsity Basketball Coach	\$2,998	\$3,524	\$4,054	\$4,407	\$4,759	\$5,112
Girls Freshman Basketball Coach	\$2,644	\$3,172	\$3,524	\$3,878	\$4,230	\$4,759
Boys Wrestling Head Coach	\$4,935	\$5,288	\$5,641	\$6,170	\$6,699	\$7,581
Boys Wrestling Assistant Coach	\$3,172	\$3,524	\$4,054	\$4,407	\$4,759	\$5,112
Senior Varsity Ice Hockey Head Coach	\$4,407	\$4,759	\$5,112	\$5,641	\$6,170	\$7,051
Senior Varsity Ice Hockey Assistant Coach	\$3,172	\$3,524	\$4,054	\$4,407	\$4,759	\$5,288
Junior Varsity Ice Hockey Coach	\$2,203	\$2,644	\$3,172	\$3,702	\$4,230	\$4,759
Girls Gymnastics Coach	\$4,935	\$5,288	\$5,641	\$6,170	\$6,699	\$7,581
Assistant Gymnastics Coach	\$2,820	\$3,172	\$3,524	\$3,878	\$4,230	\$4,935
Boys Varsity Indoor Track Coach	\$4,054	\$4,407	\$4,759	\$5,288	\$5,817	\$6,699
Boys Varsity Indoor Track Assistant Coach	\$3,172	\$3,524	\$4,054	\$4,407	\$4,759	\$5,112
Girls Varsity Indoor Track Coach	\$4,054	\$4,407	\$4,759	\$5,288	\$5,817	\$6,699
Girls Varsity Indoor Track Assistant Coach	\$3,172	\$3,524	\$4,054	\$4,407	\$4,759	\$5,112
<b>SPRING POSITIONS</b>						
Boys Senior Varsity Baseball Coach	\$4,054	\$4,407	\$5,288	\$5,817	\$6,346	\$6,699
Boys Senior Varsity Baseball Assistant Coach	\$3,349	\$3,702	\$4,054	\$4,584	\$4,759	\$5,112
Boys Junior Varsity Baseball Coach	\$2,998	\$3,349	\$3,878	\$4,230	\$4,584	\$4,935
Boys Freshman Baseball Coach	\$2,820	\$3,172	\$3,524	\$3,878	\$4,230	\$4,759
Girls Senior Varsity Softball Coach	\$4,054	\$4,407	\$5,288	\$5,817	\$6,346	\$6,699
Girls Senior Varsity Softball Assistant Coach	\$3,349	\$3,702	\$4,054	\$4,584	\$4,759	\$5,112
Girls Junior Varsity Softball Coach	\$2,998	\$3,349	\$3,878	\$4,230	\$4,584	\$4,935
Girls Freshman Softball Coach	\$2,820	\$3,172	\$3,524	\$3,878	\$4,230	\$4,759
Boys Senior Varsity Track Head Coach	\$4,407	\$4,759	\$5,641	\$5,817	\$6,346	\$6,699
Boys Senior Varsity Track Assistant Coach	\$3,172	\$3,349	\$3,524	\$3,702	\$4,054	\$4,407
Girls Senior Varsity Track Coach	\$4,409	\$4,758	\$5,641	\$5,817	\$6,346	\$6,699
Girls Senior Varsity Track Assistant Coach	\$3,172	\$3,349	\$3,524	\$3,702	\$4,054	\$4,407
Boys and Girls Senior Varsity Track Assistant Coach	\$1,301	\$1,415	\$1,528	\$1,641	\$1,755	\$1,979

Boys Senior Varsity Volleyball Coach	\$4,054	\$4,759	\$5,288	\$5,817	\$6,346	\$7,051
Boys Junior Varsity Volleyball Coach	\$2,820	\$3,172	\$3,524	\$3,878	\$4,407	\$4,935
Boys Senior Varsity Lacrosse Coach	\$4,054	\$4,407	\$5,288	\$5,817	\$6,346	\$6,699
Boys Senior Varsity Lacrosse Assistant Coach	\$3,172	\$3,349	\$3,524	\$3,702	\$4,054	\$4,407
Boys Junior Varsity Lacrosse Coach	\$2,998	\$3,349	\$3,878	\$4,230	\$4,584	\$4,935
Girls Senior Varsity Lacrosse Coach	\$4,054	\$4,407	\$5,288	\$5,817	\$6,349	\$6,699
Girls Junior Varsity Lacrosse Coach	\$2,998	\$3,349	\$3,878	\$4,230	\$4,584	\$4,935

All Intramurals

29.36

**PROFESSIONAL STAFF ATHLETIC  
POSITIONS July 1, 2022 - June 30, 2023  
2.5% Increase**

<b>2022-2023 FALL POSITIONS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Athletic Director	\$14,005					
Equipment Manager	\$4,002	\$4,350	\$4,698	\$5,045	\$5,395	\$6,090
Senior Varsity Head Football Coach	\$7,771	\$8,131	\$8,492	\$9,033	\$9,938	\$10,659
Senior Varsity Assistant Football Coach	\$3,975	\$4,336	\$4,518	\$4,878	\$5,240	\$5,602
Associate Football Coach	\$4,698	\$5,058	\$5,240	\$5,602	\$5,963	\$6,325
Associate Football Coach	\$4,698	\$5,058	\$5,240	\$5,602	\$5,963	\$6,325
Assistant Football Coach	\$3,975	\$4,336	\$4,518	\$4,878	\$5,240	\$5,602
Freshman Football Coach	\$3,795	\$3,975	\$4,156	\$4,518	\$4,878	\$5,240
Assistant Freshman Football Coach	\$3,433	\$3,612	\$3,795	\$4,156	\$4,518	\$4,878
Girls Field Hockey Head Coach	\$4,518	\$4,878	\$5,420	\$5,782	\$6,325	\$6,866
Girls Field Hockey Assistant Coach	\$3,076	\$3,433	\$3,795	\$4,336	\$4,698	\$4,916
Varsity Cross Country Coach	\$4,156	\$4,878	\$5,420	\$5,963	\$6,504	\$7,227
Assistant Cross Country Coach	\$3,251	\$3,433	\$3,612	\$3,795	\$4,156	\$4,518
Boys & Girls Senior Varsity & Junior Varsity Cross Country Coach	\$3,795	\$3,975	\$4,156	\$4,336	\$4,878	\$5,420
Senior Varsity Golf Coach	\$3,433	\$3,795	\$4,156	\$4,518	\$4,878	\$5,240
Assistant Golf Coach	\$1,333	\$1,451	\$1,566	\$1,682	\$1,798	\$2,029
Girls Volleyball Coach	\$4,156	\$4,878	\$5,420	\$5,963	\$6,504	\$7,227
Girls Assistant Volleyball Coach	\$2,890	\$3,251	\$3,612	\$3,977	\$4,518	\$5,058
Girls Volleyball Freshman Coach	\$2,711	\$3,073	\$3,433	\$3,795	\$4,197	\$4,518
Boys Senior Varsity Soccer Coach	\$4,156	\$4,518	\$4,878	\$5,240	\$5,602	\$6,325
Girls Senior Varsity Soccer Coach	\$4,156	\$4,518	\$4,878	\$5,240	\$5,602	\$6,325
Boys Junior Varsity Soccer Coach	\$2,711	\$3,073	\$3,433	\$3,795	\$4,197	\$4,518
Boys Junior Varsity B Soccer Coach	\$2,548	\$2,888	\$3,227	\$3,567	\$3,907	\$4,243
Girls Junior Varsity Soccer Coach	\$2,711	\$3,073	\$3,433	\$3,800	\$4,197	\$4,518
Girls Senior Varsity Cheerleader Coach	\$2,711	\$3,073	\$3,433	\$3,977	\$4,518	\$5,058

Girls Varsity Swimming Coach	\$4,156	\$4,878	\$5,420	\$5,782	\$5,963	\$6,866
Girls Varsity Assistant Swimming Coach	\$3,073	\$3,433	\$3,795	\$4,336	\$4,698	\$5,240
<b>WINTER POSITIONS</b>						
Boys Senior Varsity Basketball Coach	\$5,058	\$5,420	\$5,782	\$6,325	\$6,866	\$7,771
Boys Junior Varsity Basketball Coach	\$3,073	\$3,612	\$4,156	\$4,518	\$4,878	\$5,240
Boys Freshman Basketball Coach	\$2,711	\$3,251	\$3,612	\$3,976	\$4,336	\$4,878
Girls Varsity Cheerleading Coach	\$2,711	\$3,073	\$3,433	\$3,977	\$4,518	\$5,058
Girls Senior Varsity Basketball Coach	\$5,058	\$5,420	\$5,782	\$6,325	\$6,866	\$7,771
Girls Junior Varsity Basketball Coach	\$3,073	\$3,612	\$4,156	\$4,518	\$4,878	\$5,240
Girls Freshman Basketball Coach	\$2,711	\$3,251	\$3,612	\$3,975	\$4,336	\$4,878
Boys Wrestling Head Coach	\$5,058	\$5,420	\$5,782	\$6,325	\$6,866	\$7,771
Boys Wrestling Assistant Coach	\$3,251	\$3,612	\$4,156	\$4,518	\$4,878	\$5,240
Senior Varsity Ice Hockey Head Coach	\$4,518	\$4,878	\$5,240	\$5,782	\$6,325	\$7,227
Senior Varsity Ice Hockey Assistant Coach	\$3,251	\$3,612	\$4,156	\$4,518	\$4,878	\$5,420
Junior Varsity Ice Hockey Coach	\$2,258	\$2,711	\$3,251	\$3,795	\$4,336	\$4,878
Girls Gymnastics Coach	\$5,058	\$5,420	\$5,782	\$6,325	\$6,866	\$7,771
Assistant Gymnastics Coach	\$2,890	\$3,251	\$3,612	\$3,975	\$4,336	\$5,058
Boys Varsity Indoor Track Coach	\$4,156	\$4,518	\$4,878	\$5,420	\$5,963	\$6,866
Boys Varsity Indoor Track Assistant Coach	\$3,251	\$3,612	\$4,156	\$4,518	\$4,878	\$5,240
Girls Varsity Indoor Track Coach	\$4,156	\$4,518	\$4,878	\$5,420	\$5,963	\$6,866
Girls Varsity Indoor Track Assistant Coach	\$3,251	\$3,612	\$4,156	\$4,518	\$4,878	\$5,240
<b>SPRING POSITIONS</b>						
Boys Senior Varsity Baseball Coach	\$4,156	\$4,518	\$5,420	\$5,963	\$6,504	\$6,866
Boys Senior Varsity Baseball Assistant Coach	\$3,433	\$3,795	\$4,156	\$4,698	\$4,878	\$5,240
Boys Junior Varsity Baseball Coach	\$3,073	\$3,433	\$3,975	\$4,336	\$4,698	\$5,058
Boys Freshman Baseball Coach	\$2,890	\$3,251	\$3,612	\$3,975	\$4,336	\$4,878
Girls Senior Varsity Softball Coach	\$4,156	\$4,518	\$5,420	\$5,963	\$6,504	\$6,866
Girls Senior Varsity Softball Assistant Coach	\$3,433	\$3,795	\$4,156	\$4,698	\$4,878	\$5,240
Girls Junior Varsity Softball Coach	\$3,073	\$3,433	\$3,975	\$4,336	\$4,698	\$5,058
Girls Freshman Softball Coach	\$2,890	\$3,251	\$3,612	\$3,975	\$4,336	\$4,878
Boys Senior Varsity Track Head Coach	\$4,518	\$4,878	\$5,782	\$5,963	\$6,504	\$6,866
Boys Senior Varsity Track Assistant Coach	\$3,251	\$3,433	\$3,612	\$3,795	\$4,156	\$4,518
Girls Senior Varsity Track Coach	\$4,520	\$4,877	\$5,782	\$5,963	\$6,504	\$6,866

Girls Senior Varsity Track Assistant Coach	\$3,251	\$3,433	\$3,612	\$3,795	\$4,156	\$4,518
Boys and Girls Senior Varsity Track Assistant Coach	\$1,333	\$1,451	\$1,566	\$1,682	\$1,798	\$2,029
Boys Senior Varsity Volleyball Coach	\$4,156	\$4,878	\$5,420	\$5,963	\$6,504	\$7,227
Boys Junior Varsity Volleyball Coach	\$2,890	\$3,251	\$3,612	\$3,975	\$4,518	\$5,058
Boys Senior Varsity Lacrosse Coach	\$4,156	\$4,518	\$5,420	\$5,963	\$6,504	\$6,866
Boys Senior Varsity Lacrosse Assistant Coach	\$3,251	\$3,433	\$3,612	\$3,795	\$4,156	\$4,518
Boys Junior Varsity Lacrosse Coach	\$3,073	\$3,433	\$3,975	\$4,336	\$4,698	\$5,058
Girls Senior Varsity Lacrosse Coach	\$4,156	\$4,518	\$5,420	\$5,963	\$6,508	\$6,866
Girls Junior Varsity Lacrosse Coach	\$3,073	\$3,433	\$3,975	\$4,336	\$4,698	\$5,058

All Intramurals

30.09

#### **APPENDIX D – Tutorial Pay**

The following Salary Stipend Schedule shall prevail for Tutorial Instruction:

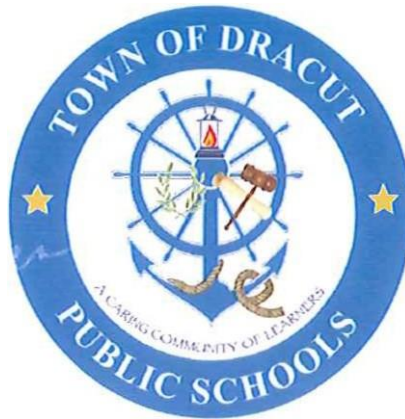
2020-2021	\$33.46/hour
2021-2022	\$34.29/hour
2022-2023	\$35.15/hour

**APPENDIX E**

**Dracut Public Schools**

**Educator Evaluation System**

**Unit A Teacher and Specialized Instructional  
Support Personnel**



August 2013

**Teacher and Caseload Educator Model Contract Language**  
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## **Teacher and Caseload Educator Contract**

### **1) Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3). The Dracut Public School District's purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

### **2) Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

- C) **Classroom Teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, recommended to be of at least 10 minutes in duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-Determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments, district developed pre and post unit and course assessments, and capstone projects. The district shall form working groups to discuss DDM's. These groups will include educators at appropriate grade levels.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS) or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. A new assignment is defined as a change of more than three years in class range, and/or a change in a specific content area subject (relative to a change in license endorsement) differing from the previous year.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

- iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. An improvement plan of at least 30 calendar days would only be used in circumstances when the health and/or safety of students is at risk. Otherwise an improvement plan will be a minimum of 30 school days, but not more than one school year. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may, with mutual agreement between the educator and evaluator, include activities during the summer preceding the next school year.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
  - i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Contributing Evaluator** shall be a Unit A professional who may have department head responsibilities and may observe a particular teacher. Such observations may be provided to the primary and/or supervising evaluator for use within a formative and/or summative assessment and/or performance rating.
  - iv) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the

appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- v) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. After October 15, the president of the DTA will be provided with a list of all assigned evaluators for educators of the DTA.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

R) **Multiple Measures of Student Learning.** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

S) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, recommended to be of at least 10 minutes, by the Evaluator, and may include examination of artifacts of practice including student work. All announced or unannounced observation will occur in person. The evaluator may take and use video as a feedback tool, but shall not use it to replace the requirement of the evaluator to be present for an observation. The use of video will be done openly and with knowledge of the educator.

Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties:** The Association and School Committee are the parties to this agreement for purposes of collective bargaining.

U) **Performance Rating:** Describes the Educator's performance on each performance standard. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.
- W) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. In rating educators on Performance Standards for the purpose of formative assessment, rubrics may be used to discuss performance. In preparing self-assessments, goal setting, and summative evaluations, rubrics shall be utilized. These rubrics consist of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated proficient overall, an educator shall, at a minimum be rated proficient on the Curriculum, Planning, and Assessment and Teaching All Students standards for teachers. Evaluations used to determine the educator's overall performance ratings and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS, or dismissal pursuant to Massachusetts General Laws.
- BB) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **Trends in student learning.** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:

- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration, recommended to be a minimum of 10 minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - v) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including:
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional



development linked to goals in the Educator plans, contributions to the school community and professional culture;

- (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see #23–24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### **4) Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. The agreed upon are attached to this agreement. All changes to the accepted rubrics will be by agreement.

#### **5) Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE. In assessing the training needs of the district, the Superintendent will confer with the DTA.
- B) By November 1\* of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1\* date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. In assessing the training needs of the district, the Superintendent will confer with the DTA.

**6) Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) Provide a digital recording of the presentation (of the presenter) to facilitate orientation of Educators hired after the beginning of school year.
  - iv) Provide information related to district strategic planning and/or relevant district goals and initiatives as well as professional development opportunities and/or areas of focus.

**7) Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
  - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student

learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1" (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 1 5") to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities. First year educators are invited to seek the attendance of their mentors at these meetings as available.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

## **8) Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet outside of the contracted work day or calendar.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15" or within six weeks of the start of their assignment in that school First year educators are invited to seek the attendance of their mentors at these meeting as available.
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

**9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators Without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.

**10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators With PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

**11) Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

- A) Unannounced Observations
  - i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
  - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email or mailed to the Educator's home.
  - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical,
  - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
  - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
    - (1st) Describe the basis for the Evaluator's judgment.
    - (2nd) Describe actions the Educator should take to improve his/her performance.
    - (3rd) Identify support and/or resources the Educator may use in his/her improvement.

- (4th) State that the Educator is responsible for addressing the need for improvement.

**12) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.



- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating,

**14) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15".
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to the improvement of practice tied to one or more Performance Standards;

- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**16) Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments. (See definitions above)
- B) The Educator shall be evaluated at least annually.

**17) Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 (or when available) whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 (or when available) whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**18) Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall summative evaluation and performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall summative evaluation and performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**19) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan. An improvement plan of at least 30 calendar days would only be used in circumstances when the health or safety of students is at risk. Otherwise, an improvement plan will be for a minimum of 30 School days but not more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of a school year, the Improvement Plan may, by mutual agreement between the educator and evaluator, include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned Evaluator (see definitions). The evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:

- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) If the Educator consents, the Association President will be informed by the district within ten school days that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the applicable performance standard(s)/elements, indicators and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
  - vii) Include the signatures of the Educator and Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

## 20. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1 (October 15 for 13-14 schoolyear)
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15 (November 1 in 13-14)
Evaluator completes Educator Plans	November 1 (November 15 in 13-14)
Evaluator should complete first observation of each Educator	November 15 (Dec 1 in 13-14)
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by Evaluator	April 15*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

**A) Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

**B) Educators on Plans of Less than One Year**

- 1) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.



**23. Using Student feedback in Educator Evaluation**

The use of student surveys will be used as a formative tool in the development of educator plans. Data will be available to teachers subsequent to data collection and processing. Data will be available to principals on August 1 of each year.

**24. Transition from Existing Evaluation System: Further consideration**

- A) The parties agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement. The 50% of Educators who will be evaluated at the outset of this Agreement shall include all non-professional status teachers (non-PTS) and professional status teachers who were scheduled to be evaluated during the 2013-2014 school year under the old system. PTS teachers who are not selected for a summative evaluation in year 1 will complete goals and take part in an end of year Formative Assessment as described within a Self-Directed Growth Plan.
- B) Non-professional status teachers shall be placed on a developing educator plan and professional status teachers shall be placed on a two year self-directed growth plan. Teachers who were already working under an improvement plan or are placed on an improvement plan during the 2012-2013 school year shall be placed on an improvement plan under the new system during the 2013-2014 school year.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**25. General Provisions**

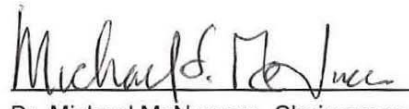
- A) Only Administrators who are licensed may serve as primary evaluators of Unit A personnel.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures

established in this Agreement.

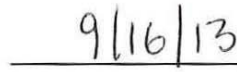
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The educator may request that a representative of the Association attend the meeting.

Signed:

  
\_\_\_\_\_  
Linda Dugan, President  
Dracut Teachers Association

  
\_\_\_\_\_  
Dr. Michael McNamara, Chairperson  
Dracut School Committee

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## **SIDE LETTER**

### **PROCEDURAL POLICY FOR SUBMISSION AND PROCESSING COMPLAINTS ASSOCIATED WITH SAFETY AND/OR ENVIRONMENTAL ISSUES**

**SCOPE:** The intent of procedure is to document the steps required by the Environmental/Safety Policy of the Dracut Public Schools. All potentially unsafe or environmentally unhealthy conditions (“unsafe conditions”) in the buildings and grounds of the school system are covered. The procedure applies when a report is received by the building principal from anybody, including teaches, other school employees, parents, guardians and students (the “originator”), or if the principal discovers a condition him/herself.

Although initial steps taken by the principals may be similar, this policy does not cover complaints from any sources about routine maintenance that has no environmental, health, or safety implication.

**PROCEDURES:**Originators should be encouraged to express their concerns about unsafe conditions both verbally and in writing to the principal. The normal procedure is to fill out a form (School Environmental Issue Report), but this may be dispensed with under the following conditions:

- 1.) In the judgment of the principal, the condition is minor and non-recurring, and poses no threat of a more serious condition.
- 2.) In the judgment of the principal, the conditions can be rectified quickly, using local resources.
- 3.) The originator does not want to fill in a School Environmental Issue Report.

Note that all three conditions must be met. Otherwise a report must be prepared.

If the principal believes the condition can be corrected within two (2) business days, he/she can take corrective action locally, and then ask the originator to sign off on the remedy. The completed form should be forwarded to the Business Office.

If it is readily apparent that the condition will take the intervention of the Supervisor of Buildings and Grounds, or if two (2) business days elapse, the principal must call the Supervisor of Buildings and Grounds, and must forward a copy of the form to the Business Office.

The Supervisor of Buildings and Grounds will take control of all School Environmental Issue Reports that have not been signed off by the principal. The Supervisor of Buildings and Grounds will ensure that all reasonable steps are taken to correct the condition in a timely manner. The Environmental Subcommittee will be notified in writing if any of the following circumstances arise:

- The threat to health or safety is significant.
- A long lead time is anticipated to effect the corrections (more than two weeks).
- Additional resources are required.
- The originator does not sign off on the remedy, and the Supervisor of Buildings and Grounds believes that all reasonable efforts have been made.

The Supervisor of Buildings and Grounds will work with the building principal to have the originator sign off on the remedy.

The Business Office will be responsible for ensuring that the Environmental Subcommittee, the originator, and if necessary, the building principal receives copies of all forms as they are filled out, modified, added to and signed off.

If the originator does not believe that the condition has been remedied after the Supervisor of Buildings and Grounds believes all reasonable steps have been taken, the originator may request a meeting with the Environmental Subcommittee.

## SCHOOL ENVIRONMENTAL ISSUE REPORT

Originator \_\_\_\_\_

Principal/Supervisor Notified \_\_\_\_\_

Date of Notice    /    /    Date/Time Notice Received    /    /

Unsafe/Unhealthy Condition (Be as specific as possible):

Remedy Sought

Remedy Administered by Principal/Supervisor and Date:

This condition has been addressed or remedied to my satisfaction.

\_\_\_\_\_  
(Originator)

\_\_\_\_\_  
Date

This condition has not been satisfactorily remedied. I request the attention of the Environmental Subcommittee of the Dracut School Committee.

\_\_\_\_\_  
(Originator)

\_\_\_\_\_  
Date

Recommendation of the Environmental Subcommittee

Recommendation of the Dracut School Committee

## **SIDE LETTER**

Made this 23rd day of March, 1998 by and between the Dracut School Committee and the Dracut Teachers Association.

It is acknowledged by the above-captioned parties that in lieu of supervision, guidance counselors and librarians at the secondary level shall remain in their assigned areas performing duties related to their guidance and library instructional assignments for an addition sixth (6th) period per day. This one (1) period per day or five (5) periods per week is in addition to the twenty-five (25) instructional periods per week as referenced in Article VIII, paragraph 8.01.3 of the Collective Bargaining Agreement effective 1 July 1997.

Dracut Teachers Association

Dracut School Committee

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By: Elinor Burns, President  
Dracut Teachers Association

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By: John L. Sullivan, Jr., Esq.  
Labor Negotiations Counsel

## **SIDE AGREEMENT**

Made this 23<sup>rd</sup> day of March, 1998 by and between the Dracut School Committee and the Dracut Teachers Association.

The above-captioned parties agree to meet at reasonable times mutually established to discuss the utilization of sick leave utilized by the Dracut Teachers Association membership immediately before and immediately after a traditional school vacation or holiday during the school year. These discussions shall commence on or after April 1, 1998.

Dracut Teachers Association

Dracut School Committee

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By: Elinor Burns, President  
Dracut Teachers Association

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By: John L. Sullivan, Jr., Esq.  
Labor Negotiations Counsel

**SIDE LETTER AGREEMENT  
IDENTIFICATION BADGES**

The Dracut Teachers Association and the Dracut School Committee agree that issues of security and safety are important to the well being of the Dracut Public Schools, its staff and its students. Therefore, the parties agree that all staff members will be required to wear identification badges during school hours as an aid to the security of the Dracut Public Schools. Such identification badges will consist of a photographic image of the staff member, the staff members name and the school in which he or she teaches. Photographic images collected for use on the identification badges will be use for the purposes outlined above only. In the event that a staff member fails to wear an official identification badge, the staff member will be required to report to the office to receive a temporary identification badge that will be valid for five (5) days. If at the end of the five (5) days the staff member has not located his/her official identification badge, a replacement will be issued

Made this 7<sup>th</sup> day of November, 2007 by and between the Dracut School Committee and the Dracut Teachers Association.

Dracut Teachers Association

Dracut School Committee

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By: Elinor Burns, President  
Dracut Teachers Association

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By: John L. Sullivan, Jr., Esq.  
Labor Negotiations Counsel